



ENGINEERS

SURVEYORS

PLANNERS

November 21, 2017

M&C #161390

Ms. Michelle Martin
Technical Services Project Manager
City of Daytona Beach
950 Bellevue Avenue
Daytona Beach, FL 32115

RE: Martin Luther King, Jr. Roadway and Pedestrian Improvements Project
Bidding, Construction and Close-out Services
City of Daytona Beach
CODB Contract No. 0111-0740-MC
Amendment No. 2

Dear Ms. Martin:

Attached for your consideration are the proposed Scope of Services and Schedule (Exhibit A), Fee Matrix (Exhibit B) and Expenses (Exhibit C), attached herewith, for assisting with Bidding, Construction and Close-out Services as referenced above.

This proposal is a firm offer to provide the services detailed in the attached scope of services for a not-to-exceed fee of \$28,961.86, and the offer is effective for 60 days from the date of this correspondence. This proposal may be accepted through the issuance of a City Purchase Order to McKim & Creed, Inc., 139 Executive Circle, Suite 201, Daytona Beach, FL 32114.

If you have any questions, or if you should require further information, please contact our office.

Thank you very much.

Sincerely,
McKim & Creed, Inc.

A handwritten signature in blue ink that reads "Curt R. Burkett".

Curtis R. Burkett, PE LEED AP
Regional Manager

139 Executive Circle

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Suite 201

Enclosures

Daytona Beach, Florida 321 14-7102

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EXHIBIT A

THE CITY OF DAYTONA BEACH AMENDMENT NO. 2

MARTIN LUTHER KING, JR. BLVD. ROADWAY AND PEDESTRIAN IMPROVEMENTS PROJECT BIDDING, CONSTRUCTION AND CLOSE OUT SERVICES CITY PROJECT NO. 2015-085; CONTRACT NO. 0111-0740-MC

SCOPE OF SERVICES

GENERAL: The following Scope of Services details the additional efforts necessary for completion of construction services for the previously authorized *Martin Luther King Jr., Blvd Roadway and Pedestrian Improvements Project* (City Project No. 2015-085; Contract No. 0111-0740-MC). The additional services requested by the CITY are re-summarized below:

BACKGROUND

Recently, McKim & Creed, Inc., (CONSULTANT) prepared 100% Construction Documents for Infrastructure Improvements on *Martin Luther King, Jr. Blvd. Roadway and Pedestrian Improvements Project*. The City of Daytona Beach (CITY) has requested that the CONSULTANT assist the CITY with the bidding and pre-construction services portion of the project. This scope includes project management, bidding and pre-construction services. These tasks are described in detail below:

TASK 1 – PROJECT MANAGEMENT

Task 1.1 – Project Set-Up

The CONSULTANT will develop documents and filing systems that will include project set-up, project schedule, project management plan, and paper and electronic filing systems.

Task 1.2 – Status Reports and Project Administration

The CONSULTANT will provide monthly status reports which will accompany monthly invoices and administer the project including sub consultant coordination.

TASK 2 – CONSTRUCTION BIDDING ASSISTANCE

The CONSULTANT will assist the CITY during the bidding process to address RFI's, bid clarifications, plan clarifications, issuance of addenda, etc. until the bids are received as identified in the original issuance for bid. The CONSULTANT will provided the CITY with a review and analysis of the contractor qualifications as presented within the Contract Documents. Following this analysis, the CONSULTANT made a recommendation as to the level of competence of the low bidder as it relates to these qualifications and present this to the CITY for consideration within the overall low bid cost proposal evaluation.

TASK 3– CONSTRUCTION PHASE SERVICES

Task 3.1 – Responses to Request for Information (RFI)

During construction, it is understood that the CITY's CEI Consultant will assist the CITY in responding to Contractor's Request for Information (RFIs) on the project. It is understood that the CONSULTANT's involvement will be minimal, and only required when the CITY with its CEI requires assistance. As a result a total of one-hundred twenty four (124) hours for the entire duration of the project have been budgeted for this service. It is understood that the CITY or the CITY's construction services consultant will be responsible for receiving, reviewing, processing, developing, tracking, and managing RFI's, RFI responses, and requests for additional time or requests for additional money.

SCHEDULE

The following schedule is proposed. All times are shown after Notice to Proceed is issued and relate to the initial phase of construction (first 6 months).

TASK 1 – PROJECT MANAGEMENT8 Months

TASK 2- CONSTRUCTION BIDDING ASSISTANCE 2 Months

TASK 3- CONSTRUCTION PHASE SERVICES:..... 6 Months*

*includes permit certifications/close-out

COMPENSATION

The CONSULTANT is proposing to complete the Scope of Services described above on an hourly rate basis with a Not to Exceed Fee of \$28,961.86. Reimbursement of expenses may be subject to CONSULTANT’s provision of written receipts. Attached are the following exhibits:

- Exhibit B – Fee Matrix
- Exhibit C – Reimbursable Expenses

The fee estimate breakdown is as follows:

TASK 1 – PROJECT MANAGEMENT \$4,783.68

TASK 2 – CONSTRUCTION BIDDING ASSISTANCE..... \$5,243.56

TASK 3 – CONSTRUCTION PHASE SERVICES \$18,934.62

TOTAL \$28,961.86

Should the CITY wish for the CONSULTANT to provide services in addition to the services listed above, an additional scope of services can be provided upon mutual agreement. The provisions of this Amendment No. 2 are subject to all terms and conditions of the above-referenced Contract.

ASSUMPTIONS AND EXCLUSIONS:

- It is understood that the CITY or the CITY’s CEI consultant will conduct the pre-construction meeting, progress meetings, prepare meeting minutes, process shop drawings, issue change orders, track project quantities, review pay applications,

coordinate with the CITY and Contractors, and administer the contracts. These services are not included in the CONSULTANT's scope of services.

- It is understood that the CITY's CEI consultant will coordinate with the contractor to resolve construction issues including potential conflicts. .
- The contractors and/or the CITY's CEI consultant will coordinate with franchise utilities to adjust or relocate franchise facilities as needed to accommodate the proposed designs. Coordination with Franchise utilities is not included in this scope of services.
- It is understood that the contractors and/or CITY's CEI consultant will coordinate with CITY staff and CITY inspectors to resolve complications compatible with the CITY's requirements.
- The CITY's CEI consultant will provide full time on-site construction observation and will resolve construction conflicts on-site in a timely manner.
- The contractor or the CITY's CEI consultant will provide signed and sealed record drawings sufficient for permit compliance verification, CITY records, and Franchise utility installations.
- This Scope of Services does not include dispute resolution or value engineering for any portion of the project.
- The CONSULTANT's role is limited to assisting the CITY's CEI consultant with technical or permitting issues that may arise during the course of the construction of the project as detailed in the scope of services and as budgeted in the fee matrix.
- It is anticipated that the Consultant's CEI consultant will photo document the progress of the work and will provide daily construction observation reports.
- Preparation or submittal of documents other than those listed herein including but not limited to documents required for grant or funding purposes are not included in the budget of this proposal.
- Permits associated with dewatering activities shall be the responsibility of the contractor and are not included in this scope of services or budget.
- Preparation of a Stormwater Pollution Prevention Plan (SWPPP) and submittal of a National Pollutant Discharge Elimination System (NPDES) permit application shall be

the responsibility of the contractor and are not included in this scope of services or budget.

- The CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation unless provided otherwise.
- The CITY's CEI consultant will provide all construction observations, inspections, as-built review and documentation for EOR permit close-out under this contract.
- The CITY's CEI will execute a Successor's Professional Engineering document during construction and prior to directing any field revisions, change orders, field modifications, design plan changes, etc. and assumes full responsibility for the project design.
- RFI responses from the EOR are for questions from the contractor or CEI during the initial phases of construction (encompassing 6 months) and do not include any activities beyond that timeframe based on CITY direction.

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EXHIBIT B

McKim & Creed, Inc.
MLK Construction and Close out Services

PLANtraX

		\$ 28,961.86	\$ 28,503.60	\$ 458.26	\$ 208.00	\$ 137.04	158	12	-	38	Other Direct Costs - detail		
		Total Cost	Total Labor Cost	Total COC	Total Hours	Labor Ave Hourly Rate	PM Group Mgr	Proj Eng	Design Ill	Sr Admin	Travel	Printing	Total COC (excl subs)
Cost Code	Task Description	\$	\$	\$		\$	\$157.44	\$103.41	\$93.30	\$ 62.82	\$	\$	\$
Task 1	Project Management												
	1.1 Project Set-up	\$ 1,132	\$ 1,132		12	\$ 94.33	4			8			
	1.2 Status Reports and Project Administration	\$ 3,651	\$ 3,651		28	\$ 130.41	20			8			
		\$4,783.68											
Task 2	Bidding												
	Bid Support (RAL Clarifications, etc, Bid Review/Recommendation)	\$ 5,243.56	\$ 5,143.56	\$ 100.00	44	\$ 116.90	20	12		12		\$ 100	\$ 100
		\$5,243.56											
Task 3	Construction Phase Services												
	3.1 Responses to RFIs	\$ 18,934.62	\$ 18,576.36	\$ 358.26	124	\$ 149.81	114			10	\$ 126.26	\$ 232.00	\$ 358.26
		\$18,934.62											
TOTAL		\$28,961.86											
	Total	\$ 28,961.86	\$ 28,503.60	\$ 458.26	208	\$ 137.04	158	12	-	38	\$ 126.26	\$ 332.00	\$ 458.26

EXHIBIT C

REIMBURSABLE EXPENSES

No. of Items	Description	Unit Price	Total Price
236.00	Travel Mileage	\$0.535	\$126.26
450.00	8-1/2"x11" copies	\$0.06	\$27.00
400.00	11"x17" copies	\$0.20	\$80.00
150.00	24x36" copies	\$1.50	\$225.00
Shipping Expenses			\$0.00
<i>Subtotal Miscellaneous Expenses</i>			<i>\$458.26</i>
<i>Subtotal Subconsultants</i>			<i>\$0.00</i>
TOTAL REIMBURSABLE EXPENSES			\$458.26