MEMORANDUM

TO: The Honorable Mayor and City Commission
FROM: Chief Fred Maas, Acting City Manager
DATE: 7/19/2012
RE: Approving Construction Management Consultant Agreement - Gateway Park

RECOMMENDATION:

The Resolution is presented for your consideration.

REASONS:

The City is currently in need of a construction manager for Gateway Park located on Sunny Isles Boulevard. This need is urgent based on the fact that the City has executed a contract to construct Gateway Park. The City had initially sought to retain a firm to conduct the construction management services via a request for qualifications. However, the price submitted by one of the firms was extremely high.

Through further research, the City was able to find a candidate with the requisite experience to work for the City as a paid consultant to manage the Gateway Park and Parking Garage Project. Specifically, I am recommending that the City Commission approve a consultant agreement with Hari Cruz-Bustillo, who has agreed to serve exclusively as the Construction Manager for the City for the Gateway Park Project.

Regarding Mr. Bustillo’s experience, he is currently serving as a member of the construction management team with Hazen and Sawyer, which has served as construction manager on over $5 Billion Dollars worth of construction projects. Mr. Bustillo is currently working on a $200 Million Dollars construction project for Miami-Dade County Water and Sewer Department. Based on his resume, he is responsible for reviewing the work of the contractor for Miami-Dade County Water and Sewer Department. Mr. Bustillo has also worked in the private sector in management construction projects.

In addition to his construction related experience, Mr. Bustillo has keen knowledge of the
procedures of reviewing agencies in Miami-Dade County. He has worked for Miami-Dade County and the City of Miami in construction related capacities.

Based on the foregoing, I am requesting approval of a consultant agreement with Mr. Bustillo for $7,500.00 a month, not to exceed $90,000.00 for construction of Gateway Park.

**FUNDING SOURCE:**

Funding will be available in the Gateway Project CIP account number 35-600-5688.

**ATTACHMENTS:**

1. Resolution
2. Agreement
RESOLUTION NO. 2012-_____

A RESOLUTION ISLES BEACH, FLORIDA APPROVING A CONSULTANT AGREEMENT WITH HARI CRUZ-BUSTILLO TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES TO THE CITY FOR THE GATEWAY PARK PROJECT IN AN AMOUNT OF SEVEN THOUSAND FIVE HUNDRED ($7,500.00) PER MONTH, NOT TO EXCEED NINETY THOUSAND DOLLARS ($90,000.00), ATTACHED HERETO AS EXHIBIT “A”; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; AUTHORIZING THE CITY MANAGER OR CITY ATTORNEY TO DO ALL THINGS NECESSARY TO EFFECTUATE THE TERMS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is in need of a construction manager for the Gateway Park; and

WHEREAS, consultant Hari Cruz-Bustillo is qualified and able to provide such services; and

WHEREAS, the City Commission desires to enter into an agreement with Hari Cruz-Bustillo to provide construction management services in an amount of Seven Thousand Five Hundred ($7,500.00) per month, not to exceed Ninety Thousand Dollars ($90,000.00).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNNY ISLES BEACH, FLORIDA, AS FOLLOWS:

Section 1. Approval of the Agreement. The City Commission hereby approves the agreement retaining the services of Hari Cruz-Bustillo in an amount of Seven Thousand Five Hundred ($7,500.00) per month, not to exceed (Ninety Thousand Dollars ($90,000.00) attached hereto as Exhibit “A”.

Section 2. Authority of the Mayor. The Mayor is hereby authorized to execute the consultant agreement.

Section 3. Authorization of the City Manager or City Attorney. The City Manager or City Attorney are hereby authorized to do all things necessary to effectuate this agreement.

Section 4. Effective Date. This Resolution shall become effective upon adoption.
PASSED AND ADOPTED this 19th day of July 2012

______________________________
Norman S. Edelcup, Mayor

ATTEST:

______________________________
Jane A. Hines, CMC, City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

______________________________
Hans Ottinot, City Attorney

Moved by: _____________________________
Seconded by: _____________________________

Vote:

Mayor Edelcup      (Yes) (No)
Vice Mayor Thaler  (Yes) (No)
Commissioner Aelion(Yes) (No)
Commissioner Gatto(Yes) (No)
Commissioner Scholl(Yes) (No)

Retaining the services of Hari Cruz-Bustillo.
AGREEMENT BETWEEN THE CITY OF SUNNY ISLES BEACH AND HARI CRUZ – BUSTILLO
CONTRACT NO. C1112-054

THIS AGREEMENT, entered into this ___ day of ______ 2012, by and between the CITY OF SUNNY ISLES BEACH (hereinafter referred to as the “City”) and HARI CRUZ – BUSTILLO, a sole proprietor authorized to do business in the State of Florida (hereinafter referred to as the (“Consultant”), whose federal tax identification number is ____________________________.

RECITALS

WHEREAS, the City is in need of a consultant to provide Construction Management Services for the Gateway Park Project, as more particularly described in the Services section of this Agreement (“Services”); and

WHEREAS, the Consultant is qualified, willing and able to provide the Services, pursuant to the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Agreement with Consultant to provide the Services in the amount of Seven Thousand Five Hundred Dollars ($7,500.00) per month, not to exceed $90,000.00 (Ninety Thousand Dollars).

NOW THEREFORE, in consideration of the foregoing and for the mutual covenants, representations and warranties and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. RECITALS. The Recitals set forth above are hereby incorporated into this agreement and made a part hereof for reference.

2. SERVICES. Consultant shall provide the Services in connection with the Gateway Park Project, as more particularly described in Attachment “A” which is attached hereto and incorporated herein by reference.

3. TERM. Subject to the provisions relating to the termination of this Agreement as set forth in Paragraph 8 hereunder, the term of this Agreement shall begin upon the execution of this Agreement by the City and shall terminate upon the completion of the Services described in Attachment “A” or issuance of Certificate of Occupancy for Gateway Park Project, whichever occurs later.

4. COMPENSATION. As the entire compensation under this Agreement and during the term of this Agreement, in whatever capacity rendered, the City shall pay Consultant $7,500.00 (Seven Thousand Five Hundred Dollars) per month, not to exceed $90,000.00 (Ninety Thousand Dollars) for the performance of the Services. Payment to Consultant for all charges and tasks under this Agreement shall be in accordance with this Agreement and the schedule of charges reflected in Attachment “A” and under the following conditions:
a. **Disbursements.** There are no reimbursable expenses associated with this contract.

b. **Payment Schedule.** Invoices received from the Consultant pursuant to this Agreement will be reviewed by the initiating City Department. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned hereto. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.

c. **Availability of Funds.** The City’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission. In the event the City Commission fails to appropriate funds for the particular purpose of this Agreement during any year of the term hereof, then this Agreement shall be terminated upon ten (10) days written notice and the Consultant shall be compensated for the Services satisfactorily performed prior to the effective date of termination.

d. **Final Invoice.** In order for both parties herein to close their books and records, the Consultant will clearly state “final invoice” on the Consultant’s final/last billing to the City. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any other additional charges, if not properly included on this final invoice, are waived by the Consultant.

Consultant shall make no other charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expense or cost is incurred by Consultant with the prior written approval of the City. If the City disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with Consultant. Consultant shall not pledge the City’s credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The Consultant is an independent contractor and shall be treated as such for all purposes. Nothing contained in this agreement or any action of the parties shall be construed to constitute or to render the Consultant an employee, partner, agent, shareholder, officer or in any other capacity other than as an independent contractor other than those obligations which have been or shall have been undertaken by the City. Consultant shall be responsible for any and all of its own expenses in performing its duties as contemplated under this agreement. The City shall not be responsible for any expense incurred by the Consultant. The City shall have no duty to withhold any Federal income taxes or pay Social Security services and that such obligations shall be that of the Consultant, other than those set forth in this agreement. Consultant shall furnish its own transportation, office and other supplies as it determines necessary in carrying out its duties under this agreement.

6. **OWNERSHIP OF DOCUMENTS AND EQUIPMENT.** All documents prepared by the Consultant pursuant to this agreement and related services to this agreement are intended and
represented for the ownership of the City only. Any other use by Consultant or other parties needs to be approved in writing by the City in order to be properly authorized.

7. **INDEMNIFICATION.** Consultant agrees to indemnify and hold harmless, the City, its officers, agents, employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney’s fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of the Consultant, agents or other personal entity acting under Consultant’s control in connection with the Consultant’s performance of services pursuant to that agreement and to that extent the Consultant shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys’ fees expended by the City in defense of such claims and losses including appeals. The parties agree that ten percent (10%) of the total compensation is a specific consideration from the City to the Consultant for this indemnity.

8. **TERMINATION.**

A. If, through any cause within the reasonable control the Consultant shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this agreement, the City shall have the right to terminate the services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the City shall notify the Consultant of its violation of the particular terms of the agreement and grant Consultant ten (10) days to cure such default. If the default remains uncured after ten (10) days the City may terminate this agreement

(i.) In the event of termination, all finished and unfinished documents, data and other work product prepared by Consultant (and sub consultant(s)) shall be delivered to the City and the City shall compensate the Consultant for all services satisfactorily performed prior to the date of termination, as provided in Paragraph 4 herein.

(ii.) Notwithstanding the foregoing, the Consultant shall not be relieved of liability to the City for damages sustained by it by virtue of a breach of the agreement by Consultant and the City may reasonably withhold payments to Consultant for the purposes of set-off until such time as the exact amount of damages due the City from the Consultant is determined.

B. **Termination for Convenience of City.** The City may, for its convenience and without cause terminate the services then remaining to be performed at any time by given written notice which shall become effective ten (10) days following receipt by Consultant. The terms of Paragraphs A(i) and (ii) above shall be applicable hereunder.

C. **Termination for Insolvency.** The City also reserves the right to terminate the remaining Services to be performed in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

9. **ASSIGNMENTS, TRANSFERS, SUBCONTRACTING.** The Consultant shall not subcontract, assign or transfer any work under this agreement with the prior written consent of the
City. Should the Consultant subcontract any services under this agreement, it shall be done with continued liability for the Consultant. The Consultant shall remain responsible for services, responsibilities and liabilities of any person or entity acting under Consultant.

10. **TIME OF COMPLETION.** The Services to be rendered by the Consultant shall be commenced upon execution of this contract by the City and shall be completed within the time specified in Section 3 of this Agreement. A reasonable extension of time shall be granted in the event the work of the Consultant is delayed or prevented by the City or by circumstances beyond the reasonable control of the Consultant including weather conditions of acts of God which render the performance of the Consultant’s duty impracticable.

11. **WAIVER OF RIGHT TO JURY TRIAL.** Each of the parties hereto hereby knowingly, voluntarily and intentionally, waive the right which any may have to a jury trial in respect of any action, proceeding, litigation or counterclaim based hereon or arising out of, under, on or in connection with this agreement or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either of party.

12. **ARBITRATION.** It is the intention of the parties that whenever possible, if a dispute or controversy arises hereunder then such dispute or controversy shall be settled by arbitration in accordance with the procedures, rules and regulations of the American Arbitration Association. The decision rendered by the Arbitrator shall be final and binding upon the parties and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration shall be held in Miami-Dade County, Florida. All costs of arbitration and attorneys’ fees incurred by the parties shall be paid by the non-prevailing party or, if neither party prevails on the whole, each party shall be responsible for a portion of the costs of arbitration and their respective attorneys’ fees as may be determined by the court on confirmation.

13. **CONFIDENTIAL INFORMATION.** The Consultant shall not, either during the term of this Agreement or any time for a period of TEN (10) years subsequent to that date upon which the Consultant shall leave the employment of the City for any reason whatsoever, disclose to any person or entity, other than in the discharge of the duties of the Consultant under this Agreement, any information which the City designates in writing as "confidential." As a violation by the Consultant of the provisions of this Section could cause irreparable injury to the City and there is no adequate remedy at law for such violation, the City shall have the right, in addition to any other remedies available to it at law or in equity, to enjoin the Consultant in a court of equity for violating such provisions.

14. **NOTICES.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified or registered mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified or registered mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:
15. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

16. **AUDIT.** The Consultant shall make available to the City or its representative all required financial records associated with the Agreement for a period of THREE (3) years.

17. **NON-DISCRIMINATION.** The Consultant agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1984 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11248 as amended by Executive Orders 11375 and 12086.

The Consultant will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Consultant will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause. The Consultant agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 708), which prohibits discrimination against the handicapped in any Federally assisted program.

18. **CONFLICT OF INTEREST.** The Consultant agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.1, as amended; and by the City of Sunny Isles Beach Ordinance No. 99-82, which are incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirectly which should conflict in any manner or degree with the performance of the services. The Consultant further covenants that in the performance of this agreement, no person having any such interest shall knowingly be employed by the Consultant. No member of, or delegate to the Congress of the
United States shall be admitted to any share or part of this agreement or to any benefits arising therefrom.

19. **CONFLICTING PROVISIONS.** The terms and conditions in this Agreement supersede any other conflicting provisions that are contained in any other document, including any attachments hereto.

20. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by a writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement in duplicate on the day and year first written above.

**WITNESS #1:**

Signature

Print Name

**WITNESS #2:**

Signature

Print Name

**ATTEST:**

**CITY OF SUNNY ISLES BEACH**

BY: 

Jane A. Hines, CMC, City Clerk

BY: 

Norman S. Edelcup, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: 

Hans Ottinot, City Attorney
WORK HISTORY
Hazen & Sawyer - January 2008 to present
Special Inspector/Consultant - Miami-Dade Water and Sewer High Level Disinfection expansion project at the Black Point Sewer plant in South Dade
Duties: Specifications review; Plans review; Shop drawing review for compliance with specifications; Inspection of job progress; Inspection of workmanship; Maintaining current As-Built plans and records of plan revisions; Review and approve Request for Proposal; Review and approve proposed Change Orders submitted by contractors to the construction managers; Resolving issues with the Miami-Dade County Building Department plans reviewers and supervisors; Working with the Project Managers of the different contracts and also with representatives of the owner, Miami-Dade County Water and Sewer (WASD)

City of Miami Building Department - April 2007 to December 2007
Structural Building Inspector and Building Plans Examiner

Retired - August 1, 2006 to April 2007

Miami-Dade County Building Department - April 1993 to July 31, 2006
Building Inspector, Structural
May 2001 to December 2003, assigned to Unsafe Structures Unit of the building department: evaluating damaged properties, presenting cases before the Unsafe Structures Board; presenting cases in court for judicial determination (i.e. demolition order) if the property was not repaired and had to be demolished; unresolved cases requiring judicial determination were taken to Court on a monthly basis

Bekal Products Company – 1977 to 1992
President and Owner – packaging of a wide variety of condiments for retail purchase at local supermarkets; packaging and distribution facility located in Miami

Cruz-Bustillo Enterprises – 1974 to 1977
President and Owner – Home Builder

Spring Mank Venture – 1973 to 1974
Project Manager – 244 Unit Condominium Project in the City of Sunrise

Sidney Mank Enterprises – 1972 to 1973
Project Manager – 52 Unit Condominium Project in the City of Sunrise

MECO Construction Company – 1970 to 1972
Purchasing Agent and Back-End coordinator for MECO Construction the General Contractor for the Inverrary PUD Condominium Project in Lauderdale Florida

Sidney Mank Enterprises – 1968 to 1970
Assistant Superintendent, construction of townhouse project in Eastern Shores and four duplexes in Miami Lakes
CERTIFICATIONS
Certified as Structural Building Inspector and Building Plans Examiner by Miami-Dade BCCO, Board of Rules & Appeals while working with M-D Building Dept. & City of Miami Building Department
Certified as Standard Plans Examiner by State of Florida # PX 691 until Nov. 30, 2013
Certified as Standard Inspector by State of Florida # BN 1573 until Nov. 30, 2013
Certified as Structural Masonry Inspector in 1994 by FC & PA
OSHA 10 and 30 hour construction safety and health course completed in 2012

COURSE COMPLETION
General Accounting
Construction Cost Control by ASCE
Florida Real Estate Appraiser Registration Course
Wind Load seminars by Dr. Dale Perry
Marshall & Swift Cost handbook course
RSMeans Building Construction Cost Data
Florida Building Code, Building & Residential
Microsoft Office programs, Word & Excel

EDUCATION
University of Habana School of Engineering 1959 to 1960 (first year only; escorted wife and children to the United States in 1960)
Colegio Academia Baldor, High School, graduated in 1953, Habana Cuba
Grade school at Belen Jesuit School in Habana Cuba

MEMBERSHIPS
Board Member, Asociación de Veteranos de Bahía de Cochinos, Brigada de Asalto 2506 (The Association of Veterans, Bay of Pigs, Brigade 2506)
Veteran of Brigade 2506
### PROJECT HISTORY

Projects worked on in past 4 and ½ years; Miami-Dade Waste Water Treatment Plant in South Dade and Costs

<table>
<thead>
<tr>
<th>Contract No.</th>
<th>Project Name</th>
<th>Permit No.</th>
<th>Cost</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-825</td>
<td>Temporary Field Office facilities</td>
<td>2008-017640</td>
<td>$12,786,816.00</td>
<td>February 20, 2009</td>
</tr>
<tr>
<td>S-825</td>
<td>FPL Meter Building</td>
<td>2008-017641</td>
<td>Included in above cost</td>
<td>January 30, 2009</td>
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<tr>
<td>S-805</td>
<td>Filter Systems</td>
<td>2008-066700</td>
<td>$133,134,353.00</td>
<td>TCO May 2012</td>
</tr>
<tr>
<td>S-805</td>
<td>Polymer Building</td>
<td>2008-066700</td>
<td>Included in above cost</td>
<td>September 1, 2011</td>
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<tr>
<td>S-805</td>
<td>North Filter System Bldg.</td>
<td>2008-066703</td>
<td>Included in above cost</td>
<td>October 24, 2011</td>
</tr>
<tr>
<td>S-805</td>
<td>South Filter System Bldg.</td>
<td>2008-066702</td>
<td>Included in above cost</td>
<td>under construction</td>
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<td>S-806</td>
<td>Transfer Pump Station Elect. Bldg.</td>
<td>2009-017972</td>
<td>$26,941,267.00</td>
<td>July 1, 2011</td>
</tr>
<tr>
<td>S-806</td>
<td>Transfer Pump Station Structure</td>
<td>2009-017971</td>
<td>Included in above cost</td>
<td>July 11, 2011</td>
</tr>
<tr>
<td>S-808</td>
<td>Electrical Distribution Bldg. No. 2</td>
<td>2009-035781</td>
<td>$59,832,423.00</td>
<td>July 20, 2012</td>
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<tr>
<td>S-808</td>
<td>Sludge Pumping Station No 3 Sub Sta.</td>
<td>2009-035780</td>
<td>Included in above cost</td>
<td>May 6, 2011</td>
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<td>S-808</td>
<td>Residuals Management Elect. Substat.</td>
<td>2009-035782</td>
<td>Included in above cost</td>
<td>May 6, 2011</td>
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<tr>
<td>S-817</td>
<td>Effluent Pump Station No. 2</td>
<td>2009-035794</td>
<td>$20,338,400.00</td>
<td>July 2012</td>
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<tr>
<td>S-819</td>
<td>On-Site Sodium Hypochlorite Gen. Bldg.</td>
<td>2009-035793</td>
<td>$24,184,240.00</td>
<td>August 20, 2012</td>
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</table>

**Total Dollar Value** $288,581,413.00
ATTACHMENT “A”

SCOPE OF SERVICES

(1) Thorough review of the design-build contractor’s plans and other periodic or interim submittals for conformance with the contract and City requirements.

(2) Advise the City on construction methods, materials, systems and structural components, including materials that will provide economical operational and ongoing maintenance costs.

(3) Perform cost analysis on the base project and potential change orders.

(4) Participate in periodic and other meetings as needed or scheduled with the contractor, City and other appropriate entities.

(5) Prepare and maintain complete project records that may include, among other items, correspondence, emails, logs, inspection and other reports, Requests for Information (RFI’s), shop drawings, material or project samples, digital photographs or videos.

(6) Conduct on-site inspections at least 6 hours each construction day to insure compliance with contract documents, applicable Codes and standard industry practice to insure the contractual quality of the Project is maintained at all times. Perform substantial and final completion inspections and prepare punchlist(s).

(7) Review the design-build contractor’s monthly payment applications and make recommendations to the City for payment. Subtasks may include review of the schedule of values, verifying quantity calculations and taking field measurements.

(8) Prepare recommendations to the City regarding Work Change Directives, Amendments, Change Orders, Extra Work and Field Orders. Identify and report any significant omissions, substitutions, defects and deficiencies noted in the work of the Contractor and the corrective action that is required.

(9) Closeout services including verifying all permits have been completed and closed out and the project in its entirety can be placed in service. Verify that all lien releases are obtained, reconcile design-build contractor’s final payment application with as-buils and contract documents, make recommendation final payment including release of retainage. Obtain for the City all as-built drawings, warranties, operating manuals and maintenance agreements. Insure that any relevant training on any portion or system of the project, as appropriate, has been completed.

(10) Attend workshops or Commission meetings or any other meetings on as needed basis relating to the Project and provide monthly written status report on the Project to the City Manager and City Commission.
Services

Construction Management

To help expand the **Henrico Water Reclamation Facility** to 75 mgd, Hazen and Sawyer worked closely with geotechnical, HVAC, and civil subconsultants during design, and with the on-site program manager during construction.

To help expand the [[Henrico Water Reclamation Facility]] to 75 mgd, Hazen and Sawyer worked closely with geotechnical, HVAC, and civil subconsultants during design, and with the on-site program manager during construction.
The [[Conner Creek CSO facility]], capable of treating up to two billion gallons per year of peak sewer overflow, was online four months ahead of schedule and within the original budget.

During expansion of the [[Paezdegat Basin CSO Control Facility]], we oversaw construction of the deepest cutoff slurry wall in the area – 200-feet deep and 1,900-feet long – in a densely populated area with a groundwater table only 10 to 15 feet below grade.

Hazen and Sawyer was chosen by the Town of Culpeper, Virginia to provide design, construction management and process optimization services for the 6-mgd Culpeper Wastewater Treatment Plant. The project integrates 5 stage BNR using cost effective above ground circular tanks, to ensure compliance with stringent effluent limits for nitrogen and phosphorous.

Enhanced nutrient removal facilities under construction at the City of Waynesboro, Virginia’s treatment facility include deep bed denitrification filters, UV disinfection, above grade 5-stage BNR, screening and grit removal and solids processing. Hazen and Sawyer partnered with a local firm and together have provided complete design and construction phase services.

To provide safe drinking water to the urban service areas of La Romana, San Cristobal, and San Francisco de Macoris, the National Institute of Water and Sewage of the Dominican Republic (INAPA) retained the Biwater/Sinercon Consortium for the Design-Build delivery of [[three 23-MGD Water Treatment Plants]] and associated infrastructure. In turn, Biwater U.S.A. retained Hazen and Sawyer to provide engineering design and construction management services for the project.

For Detroit Water and Sewerage Department’s 240-mgd Water Works Park Facility we provided construction phase services as Owner’s Representative for this design-build project, including oversight of design and construction, and the creation of training and O&M manuals.

Following completion of planning and design, we performed construction administration and inspection services for expansion of the [[Neuse River WWTP]] to 60 mgd, including nine construction contracts encompassing improvements to various treatment processes, emergency power generation, and tertiary filter retrofits for nitrogen removal.

In Leesburg, VA, we prepared a siting study, and subsequently provided design and construction administration services for two 3-mg elevated water storage tanks. One of the tanks housed a booster pumping station
Building today’s public works infrastructure is a complex task. Even small projects often consist of multiple contracts. Add in legal requirements, limited workspace, tight budgets, and regulatory-driven schedules, and the challenges quickly multiply. That’s where Hazen and Sawyer’s Construction Management (CM) group can help.

Resources and Experience to Tackle Your Toughest Job

Acting as construction manager on over $5 billion worth of recent projects, we have managed programs spanning multiple sites and involving dozens of contractors and hundreds of subcontractors. Our CM group can provide:

- Cost control and claim avoidance/minimization
- Scheduling and critical path analyses
- Resident engineering and inspection
- Control systems integration and troubleshooting
- Assistance with startup, training, operations and maintenance
- Permitting assistance

Hazen and Sawyer also offers a range of specialized environmental services with a focus on water and wastewater treatment plants, underwater and offshore pipelines, deep-injection wells, and dam rehabilitation projects.

Specialists in Critical Infrastructure

The goal of effective construction management is to integrate the design and construction phases of a project and ensure that the work is of the highest quality – all while keeping things on schedule and within budget.

From full-time on-site inspection through operations and start-up services, Hazen and Sawyer’s construction management team provides quality assurance and quality control, technical experts, constructability experts, and design-construction liaisons.

And because a significant portion of our work involves large projects that provide vital public services, we’ve developed expertise dealing with critical infrastructure, difficult working conditions, and new technology.

The Hazen and Sawyer Difference

Intense, hands-on management is basic to a successful construction project – and so is having a wealth of experienced technical experts. But along with world-class technical skill and managerial experience, we offer something extra: a client-focused approach to CM that ensures your success is our top priority.

http://www.hazenandsawyer.com/work/services/construction-ma...
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Sarasota Selects Hazen and Sawyer for Construction Management Services

(HOLLYWOOD, FL –August 11, 2009) – Sarasota County, Florida, has selected Hazen and Sawyer to provide a full suite of construction management services over the next five years, for projects associated with parks and recreation, utilities, and navigable waterways maintenance. This diverse array of projects will both enhance the environment and provide public benefits.

Hazen and Sawyer will assist the County in providing on-site inspection services for these projects, review contractor drawings and other document submittals, and ensure compliance with all contractual requirements governing construction, equipment installation, and health and

safety of workers and the public. The firm’s efforts will assist the County in delivering high-quality projects that serve their intended function and provide reliable benefits over the decades to come.

Hazen and Sawyer has assisted Sarasota County in the past on several major undertakings, including serving as Program Manager for the Phillipi Creek Septic Tank Replacement Program, providing planning assistance the South County Wastewater Improvement Program, and designed and performed construction administration of a major expansion to the Bee Ridge Water Reclamation Plant, in association with another firm.

Sarasota County, located on the gulf coast of Florida, is home to approximately 400,000 residents. The utility department provides services to more than 74,000 water customers, 57,000 wastewater customers, and 3,000 reclaimed water customers.

For more than half a century, Hazen and Sawyer has focused on two things: providing safe drinking water and controlling water pollution. Our range of services encompasses the planning, design, and construction management of water and wastewater-related projects – from clean water treatment, storage, and distribution to wastewater collection and treatment. Since our founding in 1951, we have grown in size to over 740 employees in 26 offices.