
PROPOSAL FOR PROFESSIONAL SERVICES

**Construction Administration Services
Patricia and Ashby Stormwater Emergency Outfall
Task Order #11-006**

**Prepared for
City of Key West Utilities Department**

March 28, 2011



**1010 Kennedy Drive, Suite 400
Key West, Florida 33040
305-293-9440**

BACKGROUND AND OBJECTIVES

The project proposes improvements to the City of Key West, Florida drainage system to reduce flooding and pre-treat stormwater runoff. The project consists of the installation of an emergency generator with concrete platform, associated electrical, 30-inch outfall to the ocean, and all related work and appurtenances. Construction Administration Services will be provided for 260 work days (365 calendar days) for the construction of the project.

SCOPE OF WORK

TASK 1 – CONSTRUCTION ADMINISTRATION SERVICES

1. We shall provide administration of the contract for construction as contained within the general conditions of the contract for construction.
2. We shall be a representation of and shall advise and consult with the CITY during construction and until final payment to the contractor is due. The CONSULTANT shall have authority to act on behalf of the CITY only to the extent provided in this AGREEMENT and as provided in the contract for construction unless otherwise modified by written instrument.
3. The CONSULTANT shall visit the site at regular intervals appropriate to the stage of construction or as otherwise agreed to by the CITY and the CONSULTANT, in writing, to become generally familiar with the progress and quality of the work completed and shall determine in general if the work is being performed in a manner indicating that the work when completed will be in accordance with the contract documents. The CONSULTANT shall keep the CITY informed of the progress and quality of the work and shall provide certification to the CITY of satisfactory completion of all phases of the work in compliance with the plans, specifications, and/or approved changes or modifications thereto.
4. The CONSULTANT shall not have control over or charge of and shall not be responsible for Building permit inspections, construction means, methods, techniques, sequences or procedures of construction or for safety precautions and programs in connection with the work, since these are solely the CONTRACTOR'S responsibility under the contract for construction. The CONSULTANT shall make every reasonable effort to ensure that the CONTRACTOR completes the work in accordance with the current approved schedule and carries out the work in accordance with the contract documents.
5. The CONSULTANT based on observations and evaluations of CONTRACTOR'S applications for payment, shall review and certify the amounts due the CONTRACTOR.

6. The CONSULTANTS certification for payment shall constitute a representation to the CITY, based on the CONSULTANTS observations at the site as provided herein and on the data comprising the CONTRACTOR'S application for payment, that the work has progressed to the point indicated and that, to the best of the CONSULTANTS knowledge, information, and belief, the quality and quantity of work is in accordance with the contract documents. The foregoing representations are subject to an evaluation of the work for conformance with the contract documents, correctable prior to completion and to specific qualifications expressed by the CONSULTANT. The issuance of the certificate of payment shall further constitute a representation that the CONSULTANT has made observations to review the quality or quantity of the work.
7. The CONSULTANT shall recommend disapproval or rejection of CONTRACTOR'S WORK to the CITY which does not conform to the contract documents. The CONSULTANT will have authority to require additional inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work is fabricated, installed or completed.
8. The CONSULTANT shall review and approve or take other appropriate action upon CONTRACTOR'S submittals such as shop drawings, product data, and samples for the purpose of checking for conformance with information given and the design concept expressed in the contract documents. The CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by CONTRACTORS.
9. The CONSULTANT shall prepare change orders and construction change directives with supporting documentation and data if deemed necessary by the CONSULTANT, for the CITY's approval and execution in accordance with the contract documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time which is consistent with the intent of the contract documents.
10. The CONSULTANT shall conduct inspections to determine the date or dates of substantial completion and the date of final completion, shall receive and forward to the CITY for the CITY's review and records, written warranties and related documents required by the contract documents and assembled by the CONTRACTOR and shall issue a final certificate for payment upon compliance with the requirements of the contract documents.
11. The CONSULTANT shall interpret matters concerning performance of the CITY and CONTRACTOR under the requirements of the contract documents on written request of either the CITY or CONTRACTOR. The CONSULTANT'S response to such requests shall be made with reasonable

promptness and within any time limits agreed upon.

12. Interpretations of the CONSULTANT shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in the form of drawings. When making such interpretations, the CONSULTANT shall endeavor to secure faithful performance by both the CITY and the CONTRACTOR.
13. The CITY shall be the final arbiter on matters relating to aesthetics.
14. The CONSULTANT shall render written interpretations within a reasonable time on all internal disputes between the CITY and CONTRACTOR relating to the execution of the progress of the work as provided in the contract documents.
15. The CONSULTANT'S interpretations on internal disputes are not binding on the CITY and the CITY may result to remedies afforded by this contract to resolve the issue.

COMPENSATION

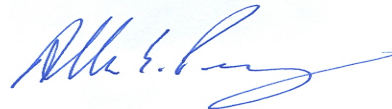
Compensation shall be based on an hourly time charge billed toward an upset limit of \$47,400. The upset limit is based on approximately two hours per day during construction. The upset limit also anticipates attendance at a pre-construction meeting and progress meetings throughout the project. The fee does not include the review of shop drawings or final certifications.

FEE SUMMARY

Principal	24 Hrs	\$150	\$ 3,600
Design Engineer	60 Hrs	\$80	\$ 4,800
Construction Mgr.	520 Hrs	\$75	<u>\$39,000</u>
			\$47,400

Jim Scholl
City Manager

Date



Allen E. Perez, P.E.
President

Date