
PROPOSAL FOR PROFESSIONAL SERVICES

Task Order 14-02

Construction Administration Services

East Front Street Stormwater Improvements

FEMA Hazard Mitigation Contract No. 14HM-6B-11-54-02-xxx

Prepared for

City of Key West Utilities Department

February 28, 2014



1010 Kennedy Drive, Suite 201

Key West, Florida 33040

305-293-9440

BACKGROUND AND OBJECTIVES

The City developed a Long Range Storm Water Utility Plan to address areas of local flooding, standing water (puddling), and flood control measures. The City has also prepared a Stormwater Master Plan to identify and prioritize new storm water projects. The Stormwater Master Plan has identified the need for improvements to the East Front Street area and its contributing drainage basin areas.

The project includes the abandonment of an existing outfall currently located under the Aquarium property. This outfall is in poor condition and due to its location is not able to be maintained. A new outfall system will be routed down Front Street and through Mallory Square. The project will also replace the existing small inlet tops located along Duval Street with larger capacity inlet tops such as FDOT type P-5 and P-6. This will allow the storm system to collect a larger volume of runoff from the street. The existing smaller inlets are bypassed during intense storm events. The larger inlets will collect a higher volume of runoff to help alleviate the Front Street area. There are five gravity injection wells to be constructed at locations identified by the Stormwater Master Plan.

Construction Administration Services will be provided for 290 work days for the construction of the project. The actual duration of our services shall be adjusted in accordance with the successful bidder's construction schedule.

SCOPE OF WORK

TASK 1 – BID PHASE SERVICES

1. We shall assist the CLIENT in obtaining bids or negotiated proposals, assist in awarding and preparing contracts for construction, attend pre-bid conferences, and prepare addenda.
2. We shall assist the CLIENT in checking references and review/analyze proposed construction schedules submitted with the bids.
3. We shall issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
4. We shall consult with and advise the CLIENT as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called CONTRACTOR(S)) for those portions of the work as to which such acceptability is required by the Bidding Documents.

TASK 2 – 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 (piping), 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.
16. We shall provide construction engineering services on an as needed basis throughout the duration of the project; including the preparation of drawings, sketches, etc. to provide solutions to conflicts and/or issues that arise during construction.

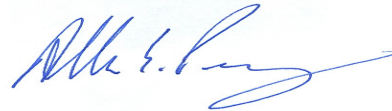
COMPENSATION

Compensation shall be based on an hourly time charge billed toward an upset limit of \$82,940. 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.

Please see Attachment A – Fee Summary.

Bogdan Vitas, Jr.
City Manager

Date



Allen E. Perez, P.E.
President

Date



ATTACHMENT A

Construction Phase - East Front Street Storm Water Improvements

Summary of Billable Costs											
Sub-Task Description	Principal		Senior Engineer	Design Engineer	Senior CADD Designer	Clerical	Const. Manager	Survey		TOTAL HOURS	TOTAL BILLABLE COSTS
Hourly Rate	170.00	120.00	135.00	90.00	80.00	50.00	85.00	1.00	1.00		
A. Bid Phase Services	24	0	0	32	16	0	0			72	\$8,240.00
B. Construction Phase Services	80	0	0	60	80	0	580			800	\$74,700.00
SUBTOTAL LABOR	104	0	0	92	96	0	580			872	
TOTAL BILLABLE COSTS	\$17,680.00	\$0.00	\$0.00	\$8,280.00	\$7,680.00	\$0.00	\$49,300.00		\$0.00	\$82,940.00	\$82,940.00