

TASK ORDER No. 4 (Amendment 2)

Dated this day of , 2022

FORT LAUDERDALE PUBLIC WORKS DEPARTMENT

AQUATIC CENTER RENOVATION PROJECT

PROFESSIONAL SERVICES

This Task Order between the City of Fort Lauderdale, a Florida municipal corporation (“CITY”), and Wood Environment and Infrastructure Solutions, Inc. fka Amex Foster Wheeler Environment and Infrastructure, Inc. a Nevada corporation authorized to transact business in Florida (“CONSULTANT”), is pursuant to the Construction Engineering Inspection (CEI) Consultant Services Agreement dated February 7, 2020 and expiring on February 6, 2021 (“MASTER AGREEMENT”).

PROJECT BACKGROUND

The purpose of this amendment is to compensate the CONSULTANT for additional services to be provided under Task 1.0 - onsite testing and inspection services. The City approved change order #13 to the Construction Manager, Hensel Phelps, which added 254 calendar days to the schedule and added scope which required additional material testing. The schedule increase reduced construction efficiency and required more onsite visits and hours from the CONSULTANT. The added scope required more CONSULTANT testing hours than were estimated.

GENERAL REQUIREMENTS

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the City the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the CITY. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The City shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the CITY with a marked up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

The CONSULTANT shall commence services immediately after the written Notice to Proceed. Construction support services are budgeted through the current construction substantial completion date of March 15, 2022. This duration is not in the Consultant's control as it is dependent on the construction manager's schedule. The time of completion of this Task Order may be extended.

Permitting

The CONSULTANT shall coordinate with the CITY, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require material testing information for this project. Some of the regulatory or permitting agencies associated with this project include, but are not limited to:

- South Florida Water Management District (SFWMD)
- Broward County Environmental Protection and Growth Management Department (BCEPGMD)
- Broward County Environmental Licensing and Building Permitting
- CITY' s Department of Sustainable Development (DSD) City Building Permit
- Broward County Health Department (BCHD)

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT shall be as follows:

Task 1.0 – Onsite Inspection & Testing Services Amended hereto:

- The CONSULTANT shall provide onsite inspection services during construction of the project. CONSULTANT services shall include the following:
 - a. Monitor the Contractor's on-site construction activities and inspect materials entering the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the project is constructed in conformity with the plans and specifications.
 - b. Perform full-time inspections, of Contractor's work activities, for compliance with the Contract Documents.
 - c. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.
 - d. Participate in the substantial completion inspection for the project. Verify all work is substantially complete and notify CITY PM of same.
 - e. Participate in final inspection of the project. Verify all work is complete and in conformance with the plans and specifications.
 - f. Monitor all testing and inspections performed by the Contractor are in accordance with the plans and specifications, contractual requirements, engineering principles, and industry standards.
 - g. Provide copies of all inspection reports to the EOR and City on a weekly basis.
- Soils:

- a. Provide a CTQP earthwork Level I certified inspectors to perform in-place density tests with a nuclear gauge.
 - b. Perform field density testing of embankment in accordance with the frequency stated in the project specification.
 - c. Perform field density test of stabilizing subgrade in both cut and fills in accordance with the project specifications.
- Concrete:
 - a. Provide certified ACI technician to sample concrete in the field during placement, mold cylindrical specimens for compressive strength testing and perform plastic properties tests in general accordance with the project Specifications.
 - b. Certified technician will be present and perform tests throughout the placement operation at the frequency indicated in the project specification. Including sampling, molding of compressive strength test specimens in 4 inches by 8-inch cylinders, plastic property testing (air content, temperature, and slump)
 - Asphalt Paving:
 - a. Provide a CTQP certified asphalt level II roadway inspector to travel to the construction site and provide quality control inspections during the placement of asphalt. The inspector will complete the QC field roadway inspection reports required by FDOT. We will not be responsible for the performance of the density testing of the asphalt or coring of the asphalt for QC sampling; this is anticipated to be performed by the asphalt supplier.
 - b. Monitor the mix temperature for the first 5 loads and every 5th load from there on. The mix temperature at the roadway will be documented as per FDOT specifications, and in accordance with specifications to document compliance with the master temperature range and the established mix temperature at the roadway operations only. City representatives will be notified if the mix temperature fails to meet the criteria and will be rejected as required by the specification.
 - c. Monitor the mix spread rate at the beginning of each day's production.
 - d. Document tack or prime temperature and spread rate as per specification. The temperature from the tanker will be recorded at the time of application. All calibration charts for prime/tack tankers must be provide to CONSULANT at least one day prior to the application and it is expected that the trucks be clearly marked so that they may be associated with the appropriate calibration chart. Thermometers must also be operable and visible to technician.
 - e. Perform cross slope checks at a frequency of one measurement every 100 feet during paving operations. The cross-slope measurements will be provided to the City representatives so that they become aware when in-place conditions are outside the acceptable range.
 - Asphalt Plant:
 - a. Provide a Plant Laboratory Technician with CTQP Asphalt Plant Level II qualification that will be assigned to the approved production plant for the performance of the following testing activities on an as needed basis:
 - i. Sampling Bituminous Paving Materials
 - ii. Asphalt Ignition Oven
 - iii. Maximum Specific Gravity of Bituminous Paving
 - iv. Gyrotory Compaction
 - v. Mechanical Analysis of Extraction Aggregate
 - vi. Bulk Specific Gravity
 - Threshold Inspection

- a. We propose to provide a Special Inspector and an Authorized Representative on periodic (part-time) schedule in accordance with the Structural Threshold Inspection Plan. We will verify the primary structural frame is constructed in substantial accordance with the permitted official contract documents, except where variations are permitted in writing by the Structural Engineer of Record. Our inspection and observation scope include the following areas of work in accordance with the Structural Threshold Inspection Plan:
- i. Foundations (exclude piles)
 - ii. Cast-in-Place Reinforced and Pre-Cast Concrete
 - iii. Concrete Masonry Units (Reinforced Masonry)
 - iv. Structural Steel
 - v. Welded and Bolted Connections
 - vi. Pre-Stress and Precast Production Facility Inspection and Testing

Deliverables: The following deliverables shall be provided under Task 1.0:

- Daily inspection reports of site visits and work inspected. Reports to be submitted at a minimum once a week for the five-day work week.
- Task 1.0 is estimated at additional Not to Exceed amount of \$42,200.00

PROJECT ASSUMPTIONS

- CITY shall provide access to site.
- CITY shall reproduce and distribute contract documents to the CONSULTANT
- CITY shall provide coordination efforts of EOR and site access.
- CITY shall provide certification/permit fees

ADDITIONAL SERVICES

If authorized in writing by the CITY, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The CITY, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall commence services immediately after the written Notice to Proceed. Construction support services are budgeted through the current construction substantial completion date of March 15, 2022. This duration is not in the Consultant's control as it is dependent on the construction manager's schedule. The time of completion of this Task Order may be extended.

PROJECT FUNDING

Performance of this project is at the CITY's discretion and may be contingent upon the CITY receiving funding and work shall not begin until the CITY provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the CITY for each of CONSULTANT’s employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit B** attached hereto and made a part hereof. Pay application requests shall be prepared on the CITY’s approved pay application request form. The CONSULTANT shall submit the pay application request to the CITY’s Project Manager for review and approval. Once the CITY’s Project Manager approves the CONSULTANT’s pay application request, the CONSULTANT may submit it to the CITY’s accounts payable department via email (AcctsPayable@fortlauderdale.gov) with a copy to the Project Manager. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts:

Attached as Exhibit B, please find an estimate of the additional \$42,200.00 to perform the required inspection work. It is recognized that the attached are estimated costs and that the work may vary due to changes to that task work order or be amended to meet additional requirements.

Original executed value of Task Order No.4 is:	\$268,140.00
Executed Amendment #1 value is:	\$97,060.00
Proposed Amendment #2 value is:	\$42,200.00
Grand Total of Task Order 4 is:	\$407,400.00

CITY CONTACTS

Requests for payments should be directed to City of Fort Lauderdale Accounts Payable via e-mail to AcctsPayable@FortLauderdale.gov after getting approval from the CITY's Project Manager. All other correspondence and submittals should be directed to the attention of Tom Green, P.E., Project Manager, at the address shown below. **Please be sure that all correspondence refers to the CITY project number and title as stated above.**

Tom Green
Senior Project Manager
Community Redevelopment Agency
City of Fort Lauderdale
701 South Andrews Avenue
Fort Lauderdale, FL 33316
(954) 828-4008
tgreen@fortlauderdale.gov

CONSULTANT CONTACTS

Alexander Rojas, P.E.
Wood Environment & Infrastructure Solutions, Inc.
901 Northpoint Suite 204
West Palm Beach, FL 33407
Email: Alexander.Rojas@woodplc.com
Phone: 561-242-7713

CITY

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.

GLENN MARCOS
Chief Procurement Officer

Date

*Pursuant to Section 2-178(b) and Section 2-179 of the Code of Ordinances of the City of Fort Lauderdale, Florida

CONSULTANT

WITNESSES:

Wood Environmental and Infrastructure Solutions, INC., fka AMEC Foster Wheeler Environment & Infrastructure, a Nevada corporation authorized to transact business in Florida

[Witness print/type name]

[Print Name, check title]

- President Vice President
- Authorized Signatory (Please provide corporate authorization)

[Witness print/type name]

ATTEST:

(CORPORATE SEAL)

Secretary

[Print Name]

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2022, by _____ as _____ for Wood Environment & Infrastructure Solutions, Inc., a Nevada corporation authorized to transact business in Florida.

(SEAL)

(Signature of Notary Public – State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Exhibit A
Project Location



Exhibit B
Fee Schedule

Contract Billing Rates

WOOD Engineering Services		Hourly Billing Rate	Unit	Quantity	Total Fee
Senior Engineer/Professional		\$ 165.00	Hourly	16	\$ 2,640.00
Project Manager		\$ 150.00	Hourly	50	\$ 7,500.00
Secretary / Clerical		\$ 65.00	Hourly	40	\$ 2,600.00
Service Total					\$ 12,740.00
WOOD Field Personnel		Hourly Billing Rate	Unit	Quantity	Total Fee
Engineering Technician		\$ 65.00	Hourly	200	\$ 13,000.00
Senior Engineering Technician		\$ 75.00	Hourly	40	\$ 3,000.00
Senior Inspector		\$ 95.00	Hourly	40	\$ 3,800.00
Service Total					\$ 19,800.00
WOOD Materials Testing Services		Unit Price	Unit	Quantity	Total Fee
Trip Charge		\$ 70.00	EACH	98	\$ 6,860.00
301-Concrete Compressive strength of Grout\Mortar ASTM C109		\$ 15.00	EACH		\$ -
302-Concrete Cylinder Curing Capping and Breaking ASTM C39		\$ 15.00	EACH	60	\$ 900.00
Air Content Tests (ASTM C173 or ASTM C231)		\$ 35.00	EACH	0	\$ -
810-Soils Limerock Bearing Ratio (LBR) FM 5-515		\$ 350.00	TEST	2	\$ 700.00
812-Soils Materials Finer than 200 Sieve FM 1-T011		\$ 35.00	TEST	5	\$ 175.00
819-Soils Organic Content Ignition FM 1 T-267		\$ 35.00	TEST	5	\$ 175.00
826-Soils Plastic Limit & Plasticity Index AASHTO T90		\$ 50.00	TEST	5	\$ 250.00
827-Soils Proctor Modified FM 1-T180		\$ 120.00	TEST	5	\$ 600.00
Service Total					\$ 9,660.00
WOOD Auger Cast Pile Testing		Hourly Billing Rate	Unit	Quantity	Total Fee
Engineering Technician		\$ 65.00	Hourly		\$ -
Trip Charge		\$ 70.00	EACH		\$ -
301-Concrete Compressive strength of Grout\Mortar ASTM C109		\$ 15.00	EACH		\$ -
Service Total					\$ -
Langan Engineering _ Auger Cast Pile Monitoring(See Exhibit C)		Hourly Billing Rate	Unit	Quantity	Total Fee
Test ACIP Pile Program					
Production ACIP Pile Program					
Production Helical Pile Program					
Service Total					\$ -
Project Total					\$ 42,200.00