

**TASK ORDER No. 2014-03**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

CITY Project No.: 12125

**FORT LAUDERDALE PUBLIC WORKS DEPARTMENT**

23 JAN 15 8:57AM

**I-95 WIDENING UTILITY RELOCATION ASSISTANCE**

**PROFESSIONAL SERVICES**

This Task Order is being issued under a specific agreement between the City of Fort Lauderdale (**CITY**) and Hazen and Sawyer, P.C. (**CONSULTANT**) in accordance with the terms of the agreement "General Water Consultant Professional Architectural - Engineering Services" for professional services dated May 17, 2011 between **CITY** and **CONSULTANT** ("Master Agreement #606-10466") and amended as approved by City Commission on June 5, 2012.

**PROJECT BACKGROUND**

The Florida Department of Transportation (FDOT) is currently finalizing a Request for Proposal (RFP) for the 95 Express Phase 3A Project. This sub project is part of a larger project that includes the design and construction of express corridor lanes along Interstate 95 from south Broward County to Palm Beach County. It is the intention of FDOT to award a contract to a Design/Build (D/B) Team to perform the work.

The 95 Express Phase 3A Project is comprised of the design and construction of express corridor lanes from Stirling Road to north of Atlantic Boulevard, including associated road widening, bridge widening, and drainage work. A final RFP is anticipated to be issued by October 2014. Contract letting is scheduled for May 6, 2015.

This work is anticipated to impact underground infrastructure owned, operated, and maintained by **CITY**, including water mains. Under this Task Order, **CONSULTANT** will assist **CITY** respond to questions posed by the D/B Teams during the bidding phase relative to addressing water utility conflicts with the proposed road and bridge widening.

**PROJECT DESCRIPTION**

**CITY** has requested **CONSULTANT** to provide engineering services under this task order for assisting **CITY** by providing certain technical input relative to responding to questions posed by the D/B Teams during the bidding phase of the FDOT 95 Express Phase 3A Project.

The engineering services to be provided by **CONSULTANT** to **CITY** are described in the following scope of services.

**SCOPE OF SERVICES AND DELIVERABLES**

**CONSULTANT** shall provide engineering services described on the tasks herein below:

**Task No. 1 Water Piping Relocation Opinions**

When requested by **CITY**, **CONSULTANT** shall:

- Review documents related to the FDOT 95 Express Phase 3A Project;
- Participate in meetings with the FDOT 95 Express Phase 3A Project D/B Teams and **CITY**;
- Review information such as **CITY** water atlas and record drawings for existing water pipelines that may be in conflict with the proposed road and bridge widening associated with the FDOT 95 Express Phase 3A Project;
- The D/B Teams would provide documentation describing resolving conflicts between the proposed road and bridge widening and existing **CITY** water piping. Conflict resolution alternatives are anticipated to include the following:
  - Relocation of existing water main
  - Replacement of existing water main to alternative location (while maintaining existing water main in service)
  - Replacement of existing water main to alternative location (while taking existing water main out of service)
  - Maintaining water main in place
- **CONSULTANT** shall review the water piping conflict resolution documentation provided by the D/B Teams and offer written engineering opinions regarding the feasibility of the D/B Teams proposed resolution;
- Assessment of feasibility will include maintaining uninterrupted water supply and/or the viability of performing short-term (8 hours) shutdowns;
- Where the water piping conflict resolution proposed by the D/B Teams does not meet the **CITY's** goals of maintaining uninterrupted water supply, **CONSULTANT** shall assist the **CITY** conceptualize alternatives;
- Utilize the **CITY's** existing water transmission system model (piping 10-inches in diameter and greater) to determine impacts of taking affected lines out of service for extended periods (greater than 8 hours). Pressure and flow in impacted areas will be

assessed to determine if minimum performance criteria (as described in the 2007 Water Master Plan Update) are met;

### **Task No. 1 Deliverables**

**CONSULTANT** shall provide the following for **CITY**:

1. **CONSULTANT** shall provide labor up to the dollar limit as indicated in the compensation section for the engineering services associated with this task. If engineering services that require labor beyond the amount indicated in the compensation section are found to be necessary and are requested by **CITY**, the additional services shall be provided by an authorized Task Order Amendment or a new Task Order, as appropriate.

### **PROJECT ASSUMPTIONS**

1. Opinion of probable construction cost are not included; it is the responsibility of the D/B teams to determine construction costs.
2. As required by FDOT, **CONSULTANT** shall not share information provided with one D/B Team with the other teams.
3. **CONSULTANT**'s invoices for services provided shall meet the standards required by FDOT. Invoices shall include timesheets indicating personnel and hours worked. The invoice shall include a summary tabulation of hours invoiced for each staff member along with a brief written description in bulleted list format that summarizes the work performed for each person.
4. **CITY** has indicated that it will enter into an agreement with FDOT to be reimbursed for **CONSULTANT**'s services provided and invoiced under this task order up to the maximum limit indicated in the compensation section. **CITY** will compensate **CONSULTANT** for services provided and invoiced under this task order up to the maximum limit indicated in the compensation section regardless of whether or not FDOT reimburses **CITY** for **CONSULTANT** services.
5. Structural analysis is not included.

### **CITY'S RESPONSIBILITIES**

1. **CITY** will serve as liaison between **CONSULTANT** and FDOT should further information or clarification be required.
2. **CITY** will form a technical advisory committee (TAC) of underground utility experts. This TAC is responsible for the following:
  - Participate in meetings with D/B Teams and **CONSULTANT**.
  - Participate in meetings with FDOT and FDOT's consultants.
  - Issue all opinions to D/B Teams.
  - When multiple options are technically feasible to resolve a particular conflict with an existing water pipeline, **CITY** is responsible for determining the relative risk between options and selected a preferred option.

- Maintain hard copy and digital records of opinions issued to the D/B Teams.
- 3. **CITY** will provide the latest copy of the water atlas.
- 4. **CITY** will provide updated conceptual plans from FDOT as they become available.

**ADDITIONAL SERVICES**

If authorized in writing by the City as an amendment to this Task Order, the Consultant shall furnish, or obtain from others, Additional Services of the types listed in Article 8 of the Master Agreement. The City, as indicated in the Master Agreement, will pay for these services.

**PERFORMANCE SCHEDULE**

Engineering Services for Task 1 shall be provided on an “as-needed” basis at the request of the City for up to twelve months from the notice to proceed or until funding for this Task is depleted. Services will only be reimbursed by FDOT for the period prior to Letting Date.

**METHOD OF COMPENSATION**

The services performed shall be accomplished using the Not to Exceed method of compensation. Reimbursable expenses associated with these services are not included in the fees and will be itemized separately, subject to an established Not to Exceed limit. A fee schedule and cost breakdown for reimbursable expenditures is included on Exhibit A.

**TERMS OF COMPENSATION**

Services shall be provided for the following Not to Exceed amounts:

Task No	Task Title	Labor Fees		Total
		Consultant	Sub consultant	
1	Water Piping Relocation Opinions	\$34,390	\$0	\$34,390
<b>All tasks</b>				
Task No	Description	Reimbursables		Total
		Consultant	Sub consultant	
1	Not Used	\$0	\$0	\$0
<b>All reimbursables</b>				<b>\$0</b>
<b>TOTAL</b>				<b>\$34,390</b>

Exhibit A provides a more detailed cost breakdown for this Task Order.

**CITY CONTACTS**

Requests for payments should be directed to City of Fort Lauderdale Accounts Payable via e-mail to AcctsPayble@FortLauderdale.gov. All other correspondence and submittals should be directed to the attention of **Jorge Holguin** at the address shown below. **Please be sure that all correspondence refers to the City project number and title as stated above.**

City of Fort Lauderdale, City Hall, 4<sup>th</sup> Floor  
100 N. Andrews Avenue  
Fort Lauderdale, Florida 33309

**CONSULTANT CONTACTS**

Hazen and Sawyer, P.C.  
4000 Hollywood Boulevard  
Suite 750 North  
George A. Brown, P.E.  
gbrown@hazenandsawyer.com  
Phone: (954) 987-0066  
Fax: (954) 987-2949

CITY

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

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

By \_\_\_\_\_  
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
JONDA K. JOSEPH, City Clerk

Approved as to form:

\_\_\_\_\_  
COLE J. COPERTINO  
Assistant City Attorney

**CONSULTANT**

WITNESSES:

**HAZEN AND SAWYER, P.C.**  
a New York corporation  
authorized to do business in Florida

George A. Brown  
Signature  
George A. Brown  
Print Name

By: Patrick A. Davis  
Name: Patrick A. Davis, P.E.  
Title: Vice President

Michael Wengrenovich  
Signature  
Michael Wengrenovich  
Print Name

ATTEST: Gary W. Bors  
By: Gary W. Bors  
Name: Gary W. Bors, P.E.  
Title: Vice President

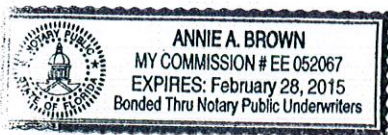


STATE OF FLORIDA:  
COUNTY OF BROWARD:

Patrick A. Davis and Gary W. Bors as Vice President's of Hazen and Sawyer, P.C., a New York corporation, acknowledged the foregoing instrument before me this 7th day of January, 2015, on behalf of the corporation. They are personally known to me and did not take an oath.

(SEAL )

Annie A. Brown  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgement)



Annie A. Brown  
Name of Notary Typed, Printed or Stamped  
02/28/2015  
My Commission Expires  
EE 052067  
Commission No.

**EXHIBIT A  
FEE ESTIMATE  
City of Fort Lauderdale**

Hazen and Sawyer, P.C.  
TASK ORDER NO. 2014-03

**I-95 Widening Utility Relocation Assistance**

**A. Fee Schedule**

The fee schedule below is based upon an estimate of the personnel to work on the project. The actual personnel may vary based upon availability and area of expertise. Per Article 7.1.1 of the Agreement as amended, it is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform the services set forth in the Task Order for total compensation in the amount of or less than the stated total.

**Consultant - Hazen and Sawyer**

		<b>Fee Schedule</b>						Total Hours	Labor Cost
Labor Category		Vice President		Senior Associate		Principal Engineer			
Percent Utilization		0%		55%		45%			
Labor Rate		\$206/hr		\$185/hr		\$156/hr			
Task No	Task Title	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)		
1	Water Piping Relocation Opinions	0	\$0.00	110	\$20,350.00	90	\$14,040.00	200	\$34,390.00
<b>Totals</b>		<b>0</b>	<b>\$0.00</b>	<b>110</b>	<b>\$20,350.00</b>	<b>90</b>	<b>\$14,040.00</b>	<b>200</b>	<b>\$34,390.00</b>

**Sub-Consultant (not used)**

**B. Reimbursables (in accordance with Master Agreement)**

Task No	Task Title	Reimbursable Description	Cost (\$)
1	Water Piping Relocation Opinions	None	\$0
<b>Reimbursables Subtotal</b>			<b>\$0</b>

**C. Other Costs (not used)**

**TOTAL NOT-TO-EXCEED FEE                      \$34,390.00**

**H&S Rate Schedule from "Master Agreement #606-10466"**

Labor Category	Hourly Rate
Vice President	\$206
Senior Associate	\$185
Associate	\$175
Principal Engineer	\$156
Engineer	\$125
Assistant Engineer	\$100
Principal Scientist	\$150
Principal Designer	\$160
Designer	\$100
Administrative Assistant	\$65
Secretarial / Word Processor	\$48
Project Field Representative I	\$77
Project Field Representative II	\$110