

**TASK ORDER No. 9**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015

**CITY PROJECT No. 12109**

**KEITH and SCHNARS PROJECT No. 18068.12**

**FORT LAUDERDALE PUBLIC WORKS DEPARTMENT**

**SW 8<sup>th</sup> Street Sanitary Sewer  
and Water Main Improvements**

**PROFESSIONAL SERVICES**

This Task Order is being entered into pursuant to the Continuing Contract for Civil Engineering Consultant Services Agreement (Contract 626-10881) between the City of Fort Lauderdale a municipal corporation in the State of Florida ("CITY") and KEITH and SCHNARS, P.A. a Florida corporation ("CONSULTANT") in accordance with the terms of the agreement for professional services dated November 6, 2012 and renewed on October 21, 2014, between CITY and CONSULTANT ("MASTER AGREEMENT").

**PROJECT BACKGROUND**

The project involves extending an existing gravity sanitary sewer system in addition to upgrading water mains serving residential properties along SW 8<sup>th</sup> Street. This project was originally designed by CITY to address sanitary service along SW 8<sup>th</sup> Street only. Subsequently, CITY decided to upgrade existing water mains. No submittals have been made to permitting agencies. Current design plans require revisions to include water mains. CITY is interested in transferring obligations as Engineer of Record (EOR) to CONSULTANT and constructing the improvements through public bid process.

**PROJECT DESCRIPTION**

The project includes installation of approximately 340 linear feet of 8" gravity sewer and 330 linear feet of 6" water main to replace the existing 2" water main to enhance existing service. Plans need to be updated to reflect water main improvements. Once modified, plans are to be submitted to BCDOH and FDEP for permit.

CONSULTANT shall, upon thorough review of design documents, assume the role as EOR, update plans, process permit approvals, and prepare the project for public bid. Upon selection of qualified bidder, CONSULTANT shall provide construction phase services as necessary for certification upon completion.

**SCOPE OF SERVICES AND DELIVERABLES**

With approval of this Task Order, CONSULTANT shall provide professional services described in the tasks below:

**Task No. 05001 Plan Revisions:**

Using current files provided by CITY in CADD format, CONSULTANT shall review existing plans with the intent to assume the role of EOR. In accepting plans, CONSULTANT shall review alignment, profile, service & hydrant connections, conflicts, existing utilities, and sufficiency of details. Although CITY has sufficiently identified existing conditions, CONSULTANT is to include site visits and review of atlas and as-built information to verify existing features and relative design assumptions. CONSULTANT assumes sufficient test-hole information has been collected by CITY and that no further test holes are needed. CONSULTANT’s design review will include soliciting input from utility providers to confirm existing services. Assuming no significant modifications resulting from design review, appropriate revisions to the plans (title block and otherwise) will be made to indicate CONSULTANT as EOR.

In addition to review, CONSULTANT shall update plans to include the extension of a 6” water main and related details.

**Deliverables: Revised Plans** **Not to Exceed: \$3,380.00**

**Task No. 05002 Permitting:**

Using plans prepared under task 05001, CONSULTANT shall process permits necessary for approval of proposed improvements. Permitting will require both Florida Department of Environmental Protection (FDEP) and Broward County Department of Health and Rehabilitation Services (BCDOH) approval for sanitary and water services respectively. CONSULTANT shall process permits applications and respond to permit review comments. Permit fees to be paid by the CITY.

**Deliverables: Permit Submittals leading to Approved Permits** **Not to Exceed: \$4,760.00**

**Task No. 05003 Construction Cost Estimate**

For budget purposes, CONSULTANT shall prepare an estimated cost of construction. CONSULTANT’s estimate is to be based upon Broward County unit costs applied to material quantities obtained from proposed plans. CONSULTANT’s estimate shall be itemized and include cost for mobilization, installation, restoration, and defined contingencies. Although meant to be comprehensive, the accuracy of the estimate is understood to be limited by the information readily apparent and available.

**Deliverables: Itemized Estimate** **Not to Exceed: \$1,980.00**

**Task No. 05004 Bidding Assistance:**

CONSULTANT shall assist CITY in preparing bid package for solicitation. CONSULTANT shall provide approved signed and sealed plans in ‘pdf’ format. Specifications will be provided by CITY and modified by CONSULTANT as necessary to reflect details specific to project. A Unit Price Bid Tabulation will be prepared by the CONSULTANT. Front-end documents and procurement will be by CITY. During bidding and upon receipt of bids, CONSULTANT shall assist in response to questions and evaluation of bid tabulations. Copies and distribution of bid documents is not included in CONSULTANT’s scope.

**Deliverables: Bid Tabulations, Specifications Revisions and Response to Bidders**      **Not to Exceed: \$7,490.00**

**Task No. 05005 Pre-Construction Services:**

CONSULTANT shall provide limited pre-construction services upon request from CITY to include:

- Attend preconstruction meeting with selected Contractor as coordinated by CITY,
- Provide technical review of Contractor's shop drawings and product data for conformance with approved construction documents.

**Deliverables: Stamped Shop Drawings**      **Not to Exceed: \$3,180.00**

**Task No. 05006 Periodic Inspection Services:**

CONSULTANT shall provide periodic inspection services as necessary to provide certification of improvements to be constructed in conformance with approved bid documents. The Project is expected to have a 12-week duration.

Periodic Inspections by CONSULTANT will supplement CITY's daily efforts to the extent necessary for certification. The CITY will monitor construction progress on a day-to-day basis and shall provide copies of daily reports, lamping tests, bacteriological tests, pressure tests, and density reports to CONSULTANT. Based upon daily reports provided by CITY and contractor progress, CONSULTANT will coordinate periodic inspections with CITY's design project manager. Services are estimated at an average of 4 hours per week throughout construction period and include the following:

- Occasional on-site observation of the work in progress to confirm construction in compliance with approved permit and plans.
- Report to CITY non-confirming issues which would impact certification to permitting agencies.
- Observe pressurization and bacteriological testing as needed.

CONSULTANT shall not communicate directly with the City's Contractor. All communications with the Contractor will be through the CITY. Services do not include review of change order requests, pay requisitions, preparation of as-builts, testing, punch-lists or project close out; such services are to be provided through CITY.

**Deliverables: (hourly services)**      **Not to Exceed: \$9,220.00**

**Task No. 05007 Certifications:**

Upon satisfactory completion and review of as-builts information provided by others, CONSULTANT shall prepare notice to appropriate permit agencies certifying construction to be in compliance with permitted plans. Density reports, bacteriological testing, pressure tests, and other requirements for permit close-out to be provided by the Construction Contractor for CONSULTANT's review and certification. Consultant's approval shall address both FDEP and BCDOH permits.

**Deliverables: Submittal to BCDOH  
Submittal to FDEP**

**Not to Exceed: \$2,000.00**

### **PROJECT ASSUMPTIONS**

Specific assumptions for the project:

- Data to be used: As-built Survey and plans prepared by CITY to be used as basis for CONSULTANT's services.
- Working hours: Normal business hours.
- Invert elevations of sanitary service are not provided. CONSULTANT shall make a general assumption that proposed watermains are to be follow existing grade with a minimum cover of 36".

### **CITY'S RESPONSIBILITIES**

- The CITY's project manager, or a designated representative, will coordinate the project for the CITY.
- Meeting Attendance
- Timely review of submittals
- Coordinate communications with parcel owners.

### **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 5.3 of the Master Agreement. The CITY, as indicated in the Master Agreement, will pay for these services. No additional services shall be performed by the CONSULTANT without prior written authorization by the CITY and an Amendment for the Task Order or an additional Task Order.

CONSULTANT'S fees are based upon an assumed level of services necessary for completion of the task described. Additional and/or expanded scope could result in additional fees. These include additional presentations, meetings with community, research or collection of data other than what's readily available or described above.

### **PERFORMANCE SCHEDULE**

The CONSULTANT shall commence services within 10 working days of written Notice to Proceed. The CONSULTANT shall prepare and provide a tentative schedule in Microsoft Project format.

### **METHOD OF COMPENSATION**

The services performed shall be billed on a monthly basis commensurate with extent of task completed. 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 is included on Exhibit A.

**TERMS OF COMPENSATION**

Services shall be provided for the following amounts:

Task No	Task Title	Labor Fees		Total	Payment Method
		Consultant	Sub consultant		
05001	Plan Revisions	\$3,380	n.a.	\$3,380	Not to Exceed
05002	Permitting	\$4,760	n.a.	\$4,760	Not to Exceed
05003	Construction Cost Estimate	\$1,980	n.a.	\$1,980	Not to Exceed
05003	Bidding Assistance	\$7,490	n.a.	\$7,490	Not to Exceed
05004	Pre-Construction Services	\$3,180	n.a.	\$3,180	Not to Exceed
05005	Periodic Inspection Services	\$9,220	n.a.	\$9,220	Not to Exceed
05006	Certifications	\$2,000	n.a.	\$2,000	Not to Exceed
<b>TOTAL</b>				<b>\$32,010</b>	

**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 **Jill Prizlee, P.E.** 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, 4th Floor – Engineering  
 100 North Andrews Avenue  
 Fort Lauderdale, FL 33301

**CONSULTANT CONTACTS**

KEITH and SCHNARS, P.A.  
 6500 N. Andrews Avenue,  
 Fort Lauderdale, FL 33309  
 Tim Hall, P.E.  
 thall@ksfla.com  
 Phone: 954-776-1616  
 Fax: 954-351-7643

**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:

\_\_\_\_\_  
RHONDA MONTOYA HASAN  
Assistant City Attorney

**CONSULTANT**

WITNESSES:

KEITH and SCHNARS, P.A., a Florida corporation

\_\_\_\_\_  
Signature

By:\_\_\_\_\_

\_\_\_\_\_  
Print Name

Tim Hall, P.E.  
Vice President, Civil Engineering

\_\_\_\_\_  
Signature

ATTEST:

\_\_\_\_\_  
Print Name

By:\_\_\_\_\_

Mark Moshier, P.E.  
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA:  
COUNTY OF BROWARD:

Mark Moshier and Tim Hall as Secretary and Vice President respectively, of KEITH and SCHNARS, P.A, a Florida corporation, acknowledged the foregoing instrument before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, on behalf of the corporation. They are personally known to me and did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgement)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Commission No.



**EXHIBIT A**

Labor Category		Associate 2		TECHNICIAN (Sr. Associate)		ENGINEER (Sr. Project Mgr.)		DIRECTOR		Total Hours	Labor Cost (\$)
Percent Utilization (rounded)		10.7%		56%		30%		3.3%			
Labor Rate		\$90/hr		\$115/hr		\$150/hr		\$175/hr			
Task No	Task Title	Hour s	Subtotal (\$)	Hour s	Subtotal (\$)	Hour s	Subtotal (\$)	Hour s	Subtotal (\$)		
05001	Plan Revisions	12	1,080	20	2,300					32	3,380
05002	Permitting	12	1,080	32	3,680					44	4,760
05003	Construction Cost Estimate			12	1,380	4	600			16	1,980
05003	Bidding Assistance	2	180	24	2,760	28	4,200	2	350	56	7,490
05004	Pre-Construction Services			12	1,380	12	1,800			24	3,180
05005	Periodic Inspection Services			48	5,520	20	3,000	4	700	72	9,220
05006	Certifications	12	1,080	8	920					20	2,000
<b>Totals</b>		<b>38</b>	<b>3,420</b>	<b>156</b>	<b>17,940</b>	<b>64</b>	<b>9,600</b>	<b>6</b>	<b>1,050</b>	<b>264</b>	<b>32,010</b>