

TASK ORDER No. 2

Dated this _____ day of _____, 20____

FORT LAUDERDALE PUBLIC WORKS DEPARTMENT

SECOND AVENUE TANK RESTORATION DESIGN MODIFICATIONS AND SERVICES DURING CONSTRUCTION

CITY Project No.: 11887

PROFESSIONAL SERVICES

This Task Order is pursuant to the General Water Consultant Professional Architectural-Engineering Services Agreement (606-10466) between the City of Fort Lauderdale, a Florida municipal corporation, ("CITY") and Hazen and Sawyer, P.C. , a New York corporation authorized to transact business in Florida ("CONSULTANT") dated May 17, 2011 and amended as approved by the City Commission on June 5, 2012, with an expiration date of May 16, 2016 ("MASTER AGREEMENT").

PROJECT BACKGROUND

In October 2010, **CONSULTANT** completed the design of improvements to the existing Northwest Second Avenue Tank. The rehabilitation of the tank, was described in the contract documents titled "Project No. 11405A – Second Avenue Water Tank Rehabilitation". The CITY completed the bid process with the plans and specifications in the summer of 2012 but did not award the tank rehabilitation construction contract. Instead, the City postponed the tank rehabilitation project and conducted an effort to select a suitable decorative appearance concept for the water storage tank. The City Commission approved the decorative appearance concept in December of 2014. Currently, the City desires to rebid the necessary tank rehabilitation as the project "NW 2nd Avenue Tank Restoration" with the project number 11887 and include the approved decorative painting and lighting concept as a stand-alone set of drawings and specification. **CONSULTANT** documents (drawings and specifications) and the **Artist Consultant** documents (drawings and specifications) will be packaged together as separate "volumes" and bid together as a single project. Rebidding the project will require updating the **CONSULTANT** documents drawings to include: 1) the **Artist Consultant's** specifications for the proposed decorative painting and lighting concept; 2) updating out-of-date items such as the model number for the aircraft warning light; 3) design of larger tank access hatch for improved access; and 4) design adding a tap on the tank riser pipe for the level sensing instrument inside of the pump station.

PROJECT DESCRIPTION

CITY has requested **CONSULTANT** to provide engineering services under this task order for modifying the project plans for rebidding and assisting **CITY** during permitting, bidding and construction phases.

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

SCOPE OF SERVICES AND DELIVERABLES

Task No. 101 – Design Modifications

This task consists of the subtasks described below:

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

- **Conduit for Future Security Camera:**
 - **CONSULTANT** shall design a 2-inch diameter conduit from nearby the existing programmable logic controller panel to the future location of a security camera that will be mounted near the top handrail of the tank. A string will be designed in the conduit for pulling communication wire.
 - At the pump station, the conduit and wire shall be terminated nearby the existing programmable logic controller panel for termination at the existing Ethernet switch for connection to **CITY** communication network.
 - **CITY** is responsible for providing all necessary communication components needed for connection to the communication network and programming of the existing Ethernet switch for successful connection to **CITY** communication network and the Police Department.
- **FAA LED Light Selection:** Updated the LED light fixture selection for the FAA aircraft warning light.
- **Logo Lighting:** Delete tank logo lighting fixtures and associated supports, conduit and wire from **CONSULTANT** drawings and specifications.
- **Hatch:** Design replacing the existing ground level hatch with a larger hatch.
- **Level Instrument Piping:** Design adding a tap on the tank riser pipe and piping from the tap to the level sensing instruments inside of the pump station.
- **Combining Drawings and Specs:** The **CITY** intends to retain an “**Artist Consultant**” for artistic coating design and lighting design for the tank. The **Artist Consultant** will prepare stand-alone drawings and specifications. The **Artist Consultant’s** drawings will be in Adobe PDF format for 24-inch x 36-inch printing and 11-inch x 17-inch printing. The specification will be in Microsoft Word format setup for 8.5-inch x 11-inch printing. It is the City’s intent that the **Artist Consultant** drawings and specifications and the “Second Avenue Water Tank Restoration” drawings and specifications (prepared by **CONSULTANT**) be packaged together as separate “volumes” and bid together as a single project. **CONSULTANT** shall

make necessary changes to the “Second Avenue Water Tank Restoration” drawings and specifications to ensure clarity in the bidding documents that the separate volumes of drawings and specification constitute one single set of contract documents. Labeling of drawings and specifications shall conform with the following volume numbering scheme:

- Volume 1 – Hazen and Sawyer, P.C. specifications (along with City “front-end”)
 - Volume 2 – Artist Consultant specifications
 - Volume 3 – Hazen and Sawyer, P.C. drawings
 - Volume 4 – Artist Consultant drawings
- **Front-end Document:** The **CITY** has a new “front-end” document that includes general conditions, bidding requirements, proposal form, and other “boiler-plate” information. **CONSULTANT** shall fill in appropriate blanks and make suitable adjustments to tailor the “front-end” document for this project.
 - **Measurement and Payment Specification:** **CONSULTANT** shall update the measurement and payment specification to ensure that the documents prepared by the **Artist Consultant** are included in the Bidders’ proposals.

Task No. 101 Deliverables

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

1. **100% Submittal:** 100% complete drawings and specification in digital format. Drawings will be 11-inch x 17-inch in Adobe PDF format. Specifications will be combined in Adobe PDF.
2. **Review Meeting:** **CITY** will provide comments on the 100% submittal in an excel spreadsheet provided by **CONSULTANT**. Participate in one review meeting with **CITY** to review the **CITY**’s comments.
3. **Permit Set Documents:** **CONSULTANT** shall revise **CONSULTANT**’s 100% documents to address the **CITY**’s comments and produce the Permit Set documents. The Permit Set documents shall be signed and sealed and submitted for permitting.
4. **Combined Permit Set Documents:** **CONSULTANT** shall combine **CONSULTANT**’s permit set drawings and specifications with **Artist Consultant**’s permit set drawings and specifications.

Task No. 102 – Structural Analysis Part 1

This task consists of the subtasks described below:

- **Background:**
 - The **Artist Consultant** will design the following: 1) light fixtures mounting to the tank exterior; 2) mounting supports for the lights; 3) electrical conduit and wire to power the lighting; 4) control conduit and wire for automated control of the lights; 5) exterior coatings; 6) weights and wind load calculations (per ASCE Standard 7-10, signed

- and sealed by a Professional Engineer registered in the State of Florida) for the light fixtures and light supports; supports for conduits for tank lighting power and control conduits.
- The **CITY** will provide a copy of the **Artist Consultant's** detailed design documents (drawings and specifications) to **CONSULTANT** at the 100% design stage. The documents will be signed and sealed by Professional Engineer registered in the State of Florida.
 - **Analysis:** Prepare a structural analysis to assess that the strength of the mechanical and welded attachments are acceptable for the wind load and live/dead loads under the 2014 Florida Building Code relative to the following items:
 - **Artist Consultant's** proposed lighting and associated supports;
 - **Artist Consultant's** proposed and lighting and control conduits;
 - Proposed top rail around the walkways on the tank;
 - Proposed guardrail on top of the tank structure bowl;
 - Conduit for future security camera;
 - Conduit for aircraft warning light system;
 - Proposed aircraft warning light system;
 - Proposed interior riser ladder; and
 - Proposed exterior riser ladder.
 - **Memorandum:** **CONSULTANT** shall provide a memorandum that documents the above described structural analysis. The memorandum shall include the following:
 - List of the items proposed for installation on the tank;
 - Description of the **CONSULTANT's** calculation process;
 - List of the Codes / Standards used in the calculation process;
 - Summary of the criteria used in the analysis;
 - Summary of calculation findings;
 - Provide an opinion relative to the need for additional structural improvements to support the added loads associated with the items proposed for installation on the tank; and
 - Recommendations based upon the analysis.
 - **Building Department Meeting:** The addition of the improvements associated with the **Artist Consultant** design (light fixtures along with mounting brackets) is a modification of the original structure. As a result, it may trigger the need to assess the overall stability of the tank. To determine whether or not the addition of the lighting improvements triggers the need for assessing tank stability, the **CITY, Artist Consultant** and **CONSULTANT** will meet with the City of Fort Lauderdale Department of Sustainable Development (DSD). The CITY will coordinate participating in a meeting with the DSD. During the meeting **Consultant** and **CONSULTANT** will present drawings that illustrate the tank modifications. It is anticipated that the DSD staff will assess the Florida Building Code during this meeting and inform

Artist Consultant and **CONSULTANT** if they require an analysis and if so the requirements of the analysis in order to approve the project for construction.

Task No. 102 Deliverables

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

1. Analysis and Technical Memorandum: Prepare structural analysis of connections and document the findings in a technical memorandum.
2. Building Department Meeting: Participate in meeting with the City of Fort Lauderdale Department of Sustainable Development; prepare and issue meeting minutes.

Task No. 103 – Structural Analysis Part 2

This task is optional and will not be performed unless required by the City's DSD as described in Task 102 above. The **CITY** will issue a separate notice to proceed for Task 103. When requested by **CITY** in writing, **CONSULTANT** shall:

- Participate in meetings;
- Review documents prepared by others; and
- Retain specialty engineer with expertise in steel elevated tank structural stability to perform analyses and issue reports documenting the findings.

Task No. 103 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.

Task No. 200 – Coordination

The **CITY** intends to retain an "Artist Consultant" for artistic coating design and lighting design for the tank. Under this task, **CONSULTANT** shall provide "as-needed" assistance at the request of the **CITY**. Assistance may include, but not be limited to, the following:

- Meeting participation;
- Reviewing documents prepared by **CITY** and **CITY's "Artist Consultant"**;
- Preparing written documents requested by **CITY**;

- Modifying **CONSULTANT** design documents for coordination with **Artist Consultant's** design;
- Participating in phone calls, emails, and communications of all kind for coordination; and
- Any other activity requested by **CITY** formally, in writing.

Task No. 200 Deliverables

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.

Task No. 300 – Permitting

- The purpose of this task is to prepare and submit permit applications for the facilities designed under this Task Order. **CITY** will pay for all permit application fees.
- The **CITY** will provide five copies of the **Artist Consultant's** detailed design documents (drawings and specifications) to **CONSULTANT** at the permitting stage. The documents will be signed and sealed by Professional Engineer registered in the State of Florida.

Task No. 300 Deliverables

1. Broward County Health Department (BCHD) Permit:
 - a. BCHD Permit Application: **CONSULTANT** shall prepare and submit the BCHD Permit application titled "*Application for a Drinking Water Facility Construction Permit*". Comments from the BCHD shall be responded to in writing.
 - b. **CONSULTANT** shall pay for the BCHD fees, **CITY** will reimburse **CONSULTANT**.
2. Obtain Broward County Environmental Protection and Growth Management Department (BCEP&GM) Stamps:
 - a. Drawings and specifications that were approved by the BCHD shall be taken to BCEP&GM for approval stamps;
 - b. Prepare Broward County Development Management Application at the Broward County application website;
 - c. Prepare Broward County Industrial Review Application at the Broward County application website;
 - d. Prepare Broward County Environmental Review Form at the Broward County application website;

- e. Participate in meetings with Broward County staff to obtain their input on submittal requirements needed to obtain BCEP&GM stamps;
 - f. Prepare and provide the necessary submittals requested by BCEP&GM to obtain stamps to allow submittal of drawings to **CITY** Sustainable Development Department; and
 - g. **CONSULTANT** shall pay for the application fees, **CITY** will reimburse **CONSULTANT**.
3. Fort Lauderdale Sustainable Development Department Permit Assistance:
- a. Attend one meeting with **CITY** Sustainable Development Department and **CITY** engineering staff to introduce project and obtain input on submittal for Building Department permit application;
 - b. Coordinate with **CITY** Sustainable Development Department to determine application fee. **CITY** will provide **CONSULTANT** with a check for half of this fee to allow the application to be submitted;
 - c. Prepare two sets of signed and sealed drawings that include stamps from Broward County;
 - d. Prepare Sustainable Development Department application forms;
 - e. Submit signed and sealed drawings along with application forms to the Sustainable Development Department;
 - f. Monitor Sustainable Development Department comments using **CITY** permitting website (limited to elements designed by **CONSULTANT**);
 - g. Maintain a spreadsheet log of each comment from the Sustainable Development Department along with how each comment was addressed (limited to elements designed by **CONSULTANT**);
 - h. **CONSULTANT** shall respond to comments from **CITY** Sustainable Development Department relative to project elements designed by **CONSULTANT**; and
 - i. **CITY** recognizes that certain comments raised by **CITY** Sustainable Development Department cannot be addressed by **CONSULTANT** and must be addressed by the Contractor after project award.
4. Failure to identify (above) the governmental authorities that have jurisdiction over the project does not relieve **CONSULTANT** from the responsibility to apply for the permit. **CITY** accepts that an equitable adjustment to **CONSULTANT**'s compensation may be required for applications for permits not identified above.
5. **CITY** recognizes the amount of **CONSULTANT** labor needed to address comments from **CITY**'s Sustainable Development Department cannot be quantified. **CONSULTANT** shall provide up to the number of hours of engineering services and Not to Exceed fee shown in Exhibit A associated with the scope for this task. If additional hours of engineering services 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.

Task No. 400 – Bid Assistance

- **Bid Set Documents:** **CONSULTANT** shall prepare Bid Set documents that incorporate the changes made in the drawings and specifications during the permitting phase. Drawings shall be in Adobe PDF format for 24-inch x 36-inch printing and 11-inch x 17-inch printing. The specification will be in Microsoft Word format setup for 8.5-inch x 11-inch printing.
- **CITY** will rebid the services to be provided by a specialty coatings inspector.
- **Advertisement of Contract Documents:** **CITY** will reproduce documents and handle the advertising and distribution of the contract documents.
- **Pre-Bid Conference:** **CONSULTANT** shall attend a pre-bid conference with prospective bidders and provide minutes of the meeting in a format of an addendum.
- **Addenda**
 - **CONSULTANT** shall provide timely responses to the inquiries of prospective bidders by preparing addenda to interpret and clarify the bidding documents.
 - **CONSULTANT** shall provide **CITY** with digital files of the addenda documents; **CITY** will issue the addenda.
 - Two addenda are assumed.
- **Bid Evaluation**
 - **CITY** will conduct bid opening and determine the responsiveness of the bidders.
 - **CITY** will furnish **CONSULTANT** with a copy of the bid tabulation.
 - **CITY** will furnish the completed bid forms for the bidder that **CITY** determines is the apparent low and responsive bidder.
 - Upon formal **CITY** request in writing, **CONSULTANT** shall review responsibility of the apparent low bidder and offer a written opinion regarding the responsibility of the apparent low bidder.
 - This scope of services includes no allowance for **CONSULTANT**'s time to assist **CITY** in the event of a bid protest.
- **Prepare Conformed Documents:** **CITY** will prepare conformed contract documents for execution. **CITY** will provide one copy to **CONSULTANT**.

Task No. 400 Deliverables

1. Bid Set documents in digital format.
2. Attend one (1) pre-bid conference.
3. Respond to questions from prospective bidders and prepare addenda for **CITY** distribution for up to two addenda.

4. Upon **CITY** request, prepare written opinion regarding the responsibility of the apparent low bidder.

Task No. 500 – Services During Construction

CONSULTANT shall perform the following tasks associated with office administration and field observation activities related to the construction of the project.

General Management:

- The **CITY** will provide a designated construction manager that will act as the liaison with the contractor's superintendent. **CONSULTANT** will coordinate all communication relative to assisting in understanding the intent of the Contract Documents with the **CITY's** designated construction manager.
- Maintain communication to **CITY** through telephone conversations, email and letters, along with keeping the **CITY** informed of construction progress and issues of concern.
- Maintain orderly files for certain construction related documents.
- Verify that warranties and spare parts called for in the contract documents are delivered to the **CITY**.
- Review contractor's redline drawings on a monthly basis to ensure that they are up to date and adequately depict changes to the plans and specifications.

Requests for Information (RFI):

- Issue technical interpretations and clarifications of the Contract Documents in a timely manner when requested by **CITY**.
- Nontechnical administrative interpretations shall be issued by **CITY** and copied to **CONSULTANT**.

Change Order Assistance:

- When requested by **CITY** in writing, **CONSULTANT** shall review technical basis for change order request.
- **CONSULTANT** shall, when so requested, comment on the technical aspects and impact of the change request in terms of project cost and schedule.
- It is noted that **CONSULTANT's** services do not include claims analysis or litigation support.

Submittals:

- **CONSULTANT** shall receive and review shop drawings and any other submittals which the construction contractor is required to submit.
- The review shall be for conformance with the design intent and compliance with the information presented in the Contract Documents.

- **CONSULTANT** shall transmit via mail a copy of the coatings submittal to the Coatings Inspector (retained by **CITY**) for a concurrent review.
- Comments on submittals shall be returned to the contractor for distribution; a copy will be issued to the **CITY**.
- Shop drawing logs, submittal history, review status and related information shall be tracked by **CONSULTANT**.

Field Observation:

- **CONSULTANT** shall furnish periodic services of engineers as appropriate to perform general and specialized observations associated with compliance with the contract documents prepared by **CONSULTANT** and permit compliance in accordance with the Broward County Health Department construction permit sworn statement requirements.
- General Observations
 - Conduct on-site observations of construction in progress, to assess if construction is proceeding in substantial accordance with the contract documents, and that completed construction conforms to the contract documents.
 - Inform **CITY** and the construction contractor when work is unsatisfactory, faulty or defective or does not conform to the construction contract documents, or does not meet the requirements of any inspections, tests or approval required to be made, or has been damaged before final payment.
 - Immediately inform the construction contractor upon the commencement of any construction requiring a submittal if the submittal has not been accepted.
 - Visually inspect and review suitability and method of storage of materials, equipment and supplies delivered to the construction site in accordance with the contract documents.
 - Observations will be documented utilizing **CONSULTANT** standard forms.
- Structural Observation – perform specific observations relating to structural modifications identified in the contract documents. Observations will be documented utilizing **CONSULTANT** standard forms.
- Electrical Observation – perform specific observations relating to electrical modifications identified in the contract documents. Observations will be documented utilizing **CONSULTANT** standard forms.

Meetings: **CONSULTANT** shall participate in meetings (including preconstruction conference and monthly meetings) with the Contractor and the **CITY**. One representative of **CONSULTANT** shall attend the progress meetings (i.e., the Project Manager). The **CITY** will chair the meeting and prepare and issue meeting minutes.

Substantial Completion:

- When the construction contractor is at the point of substantial completion (as judged by **CITY, Artist Consultant** and **CONSULTANT** project managers), **CONSULTANT** shall conduct substantial completion site visits.
- The site visits will be attended by representatives of the **CITY** and the construction contractor.
- A punch list of uncompleted and unsatisfactory work for the construction contractor to complete shall be prepared by **CONSULTANT** and distributed.
- A certification of substantial completion shall be prepared and issued by **CONSULTANT**.

Record Drawings: **CONSULTANT** shall update the design drawings to incorporate the Contractor's red line "record drawing" markups on the design drawings. The record drawings shall incorporate those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by the construction contractor to **CONSULTANT**.

Certification: **CONSULTANT** shall provide one signed and sealed completion certification statement/letter required by the Broward County Health Department to certify that the project has been completed in substantial accordance with the contract documents and request permission to place the facility into service.

Final Completion: When the construction contractor has identified that they have completed the substantial completion punch list items, **CONSULTANT** shall conduct one site visit by the **CONSULTANT** project manager with representatives of the **CITY, Artist Consultant** and the construction contractor to verify the satisfactory completion of the punch list. **CONSULTANT** shall update the punch list and issue it to the **CITY** via electronic communication.

Task No. 500 Deliverables

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

1. **General Management:** This scope of services assumes 15 hours per month for seven months.
2. **Requests for Information:** This scope assumes preparing responses to up to eight RFIs.
3. **Change Order Assistance:** This scope assumes assisting **CITY** with up to three change orders.
4. **Submittals:** This scope of services assumes review of 25 submittals.
5. **Field Observation:** The following list of observations is assumed to establish the overall level of service for field observations.

Task	Site Visits	Hours per Visit	Hours
General Observation (1 person, 1 times/week, 17 weeks)	17	4	68
Structural Observation (1 person, 10 times)	10	4	40
Electrical Observation (1 person, 4 times)	4	4	16
TOTAL			124

6. **Meetings:** Attend up to five meetings; review meeting minutes. Meetings will be held at Fort Lauderdale City Hall.

7. **Substantial Completion:**
 - a. Conduct two substantial completion site visits by two **CONSULTANT** personnel at up to four hours per site visit.
 - b. A punch list of unsatisfactory work for the construction contractor to complete shall be prepared by **CONSULTANT** and distributed via email.
 - c. A certification of substantial completion shall be prepared and submitted to City via email for issuance to the Contractor.

8. **Record Drawings:** **CONSULTANT** shall provide up to **86 hours** of engineering services to update the design drawings to incorporate the Contractor’s red line “record drawing” markups on the design drawings.

9. **Certification:** **CONSULTANT** shall provide one signed and sealed completion certification statement/letter required by the Broward County Health Department to certify that the project.

10. **Final Completion:** **CONSULTANT** shall conduct one site visit by the **CONSULTANT** project manager with representatives of the **CITY** and the construction contractor to verify the satisfactory completion of the punch list. **CONSULTANT** shall update the punch list and issue it to the **CITY** via electronic communication.

Quality Control and Quality Assurance

CONSULTANT shall implement an ongoing quality assurance and quality control (QA/QC) program as an integral part of the completion of the deliverables described under this Task Order. Quality reviews shall be conducted throughout the performance of the work described in this Task Order on key technical issues and on major deliverables prior to delivery to the **CITY**. Quality reviews are an internal procedure that shall be done by senior level technical experts who were not involved in development of the documents. The senior level technical peers shall review draft documents for proper application of the approved assumptions, calculation methods, design methods and technologies.

The time and budget to adequately complete QA/QC reviews shall be included within individual technical tasks.

PROJECT ASSUMPTIONS

1. The **CONSULTANT** shall not start the work until provided a written Notice to Proceed from the City.
2. **H&S** services during construction are limited to the items designed by **H&S**.
3. The construction period for the Second Avenue Tank Rehabilitation is assumed to be 180 calendar days, as follows:

Task	Approximate Task Duration (calendar days)	Completion Time from Construction Notice to Proceed (calendar days)
Mobilize & Material Procurement	30	30
Construction	180	210
Punch List & Contract Closeout	30	340

4. Updating of **CITY**'s operation and maintenance manual for the pump station is not included. Based upon the scope of this project, updating of the operation and maintenance manual is not warranted.
5. Preparation of site plan applications required by the City of Fort Lauderdale's Development Review Committee and Planning and Zoning Board are not required.
6. The drawings and specifications shall be prepared assuming that **CITY** will competitively bid this project in a single bid package and enter into a construction contract with one contractor to complete the work.
7. Owner furnished equipment and materials will not be required for this project. Separate procurement packages will not be prepared.

8. The project site is currently zoned RMM-25 per **CITY's** Unified Land Development Regulations (ULDR). Assistance to request a variance from the ULDR requirements and/or change the zoning of the project site is neither required nor included in this task order.
9. Value engineering, constructability review and other outside reviews (other than **CITY** staff and permitting agencies) will not be performed.
10. The Proposal section of the bidding requirements will be prepared assuming a lump sum pay item for the work described in the contract documents. Preparation of unit cost bid items is not included.

CITY'S RESPONSIBILITIES

1. **CITY** will retain the services of a third party Coatings Inspector to provide a National Association of Corrosion Engineers (NACE) certified coating inspector for the project.
2. **CITY** will provide **CONSULTANT** with a Microsoft Word copy of **CITY's** latest front-end bidding requirements.
3. **CITY** will provide a resident project representative (a.k.a., inspector) to observe construction.
4. **CITY** will provide **CONSULTANT** with digital copies of its inspector's reports on a weekly basis.
5. **CITY** will receive, review and process contractor pay requests.
6. **CITY** will provide the contractor with uninterrupted access to the project property. **CITY** will provide the contractor with a staging area on the project property.
7. **CITY's** laboratory will be responsible for performing the water analyses described in the Contract Documents.
8. If the Building Department requires a special inspector, other than the Coatings Inspector, then the **CITY** will be responsible for retaining a special inspector per the requirements of the Florida Building Code.
9. **CITY's** inspector will coordinate with **CITY's** testing laboratory to schedule laboratory tests (disinfection) and inspections as required by the Contract Documents. Copies of lab reports will be provided to **CONSULTANT**.
10. **CITY's** inspector will coordinate with **CITY's** third party Coatings Inspector to schedule coating inspections as required by the Contract Documents. Copies of Coating Inspector's reports will be provided to **CONSULTANT**.
11. **CITY** will provide a sketch that indicates the location on the tank it wants the Police Department security camera to be mounted.

12. **CITY** will prepare conformed contract documents for execution. **CITY** will provide one copy to **CONSULTANT**.

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

The duration of major work tasks are summarized below:

Description	Estimated Completion Time in Calendar Days	
	For Task	From NTP
Task No. 101 – Design Modifications		
• 100% Submittal	40	40
• Review Meeting	15	55
• Permit Set Documents	20	75
• Artist Consultant Delivers Permit Set Documents	100	100
• Combined Permit Set Documents	5	105
Task No. 102 – Structural Analysis Part 1		
• Submit Technical Memorandum	20	120
• City Issues Written Comments	10	130
• Prepare and Issue Final Technical Memorandum	5	135
Task No. 102 – Structural Analysis Part 3	As Needed	As Needed
Task No. 200 – Coordination	As Needed	As Needed
Task No. 300 – Permitting	180	285
Task No. 400 – Bid Assistance	90	375
Task No. 500 – Services During Construction	340	715

Note that a number of factors affecting the project are beyond the control of **CONSULTANT** including work by others such as reviews by others and delivery of information to be supplied by others. Consequently, the schedule presented herein is dynamic and is presented as a best case scenario. The schedule will be updated when appropriate.

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	
101	Design Modifications	\$18,070.00	\$0.00	\$18,070.00
102	Structural Analysis Part 1	\$11,950.00	\$0.00	\$11,950.00
103	Structural Analysis Part 2	\$3,700.00	\$11,700.00	\$15,400.00
200	Coordination	\$7,400.00	\$0.00	\$7,400.00
300	Permitting	\$25,900.00	\$0.00	\$25,900.00
400	Bid Assistance	\$12,765.00	\$0.00	\$12,765.00
500	Services During Construction	\$106,055.00	\$0.00	\$106,055.00
All tasks				\$197,540.00
Task No	Description	Reimbursables		Total
		Consultant	Sub consultant	
101	Design Modifications	\$0.00	\$0.00	\$0.00
102	Structural Analysis Part 1	\$0.00	\$0.00	\$0.00
103	Structural Analysis Part 2	\$0.00	\$0.00	\$0.00
200	Coordination	\$0.00	\$0.00	\$0.00
300	Permitting	\$0.00	\$0.00	\$0.00
400	Bid Assistance	\$0.00	\$0.00	\$0.00
500	Services During Construction	\$0.00	\$0.00	\$0.00
099	Reimbursables	\$2,300.00	\$0.00	\$2,300.00
All Reimbursables				\$2,300.00
TOTAL				\$199,840.00

Exhibit A, FEE SCHEDULE, REIMBURSABLES AND OTHER COSTS 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 **Steve Hillberg by e-mail at SHillberg@FortLauderdale.gov** or 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 – Public Works Department
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301

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:

JEFFREY A. MODARELLI,
Senior Assistant City Clerk

Approved as to Legal Form:

RHONDA MONTOYA HASAN
Assistant City Attorney

CONSULTANT

WITNESSES:

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

Signature

Print Name

By: _____

Name: Patrick A. Davis, P.E.

Title: Vice President

Signature

Print Name

ATTEST:

By: _____

Name: Gary W. Bors, P.E.

Title: Vice President

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

Patrick A. Davis and Gary W. Bors as Vice Presidents of Hazen and Sawyer, P.C., a New York professional corporation authorized to transact business in Florida, 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)

Annie A. Brown
Name of Notary Typed, Printed or Stamped

My Commission Expires

Commission No.

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

Labor Category		Fee Schedule						Total Hours	Labor Cost
		Senior Associate		Associate		Principal Designer			
Percent Utilization		34%		42%		19%			
Labor Rate		\$185/hr		\$175/hr		\$160/hr			
Task No	Task Title	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)		
101	Design Modifications	18	\$3,330.00	44	\$7,700.00	44	\$7,040.00	106	\$18,070.00
	Conduit for Future Security Camera	0	\$0.00	4	\$700.00	4	\$640.00	8	\$1,340.00
	FAA LED Light Selection	0	\$0.00	6	\$1,050.00	2	\$320.00	8	\$1,370.00
	Logo Lighting	0	\$0.00	6	\$1,050.00	2	\$320.00	8	\$1,370.00
	Hatch	8	\$1,480.00	0	\$0.00	20	\$3,200.00	28	\$4,680.00
	Level Instrument Piping	2	\$370.00	0	\$0.00	8	\$1,280.00	10	\$1,650.00
	Issue 100% submittal	0	\$0.00	4	\$700.00	4	\$640.00	8	\$1,340.00
	Review Meeting	4	\$740.00	0	\$0.00	0	\$0.00	4	\$740.00
	Combining Drawings and Specs	0	\$0.00	16	\$2,800.00	0	\$0.00	16	\$2,800.00
	Front-end Document	0	\$0.00	6	\$1,050.00	0	\$0.00	6	\$1,050.00
	Measurement and Payment Spec	0	\$0.00	2	\$350.00	0	\$0.00	2	\$350.00
	Issue Permit Set Docs	4	\$740.00	0	\$0.00	4	\$640.00	8	\$1,380.00

102	Structural Analysis Part 1	5	\$925.00	63	\$11,025.00	0	\$0.00	68	\$11,950.00
	Analysis and Technical Memorandum	5	\$925.00	55	\$9,625.00	0	\$0.00	60	\$10,550.00
	Building Department Meeting	0	\$0.00	8	\$1,400.00	0	\$0.00	8	\$1,400.00
103	Structural Analysis Part 2	20	\$3,700.00	0	\$0.00	0	\$0.00	20	\$3,700.00
200	Coordination	40	\$7,400.00	0	\$0.00	0	\$0.00	40	\$7,400.00
300	Permitting	20	\$3,700.00	72	\$12,600.00	60	\$9,600.00	152	\$25,900.00
	BCHD Permit Extension	4	\$740.00	12	\$2,100.00	8	\$1,280.00	24	\$4,120.00
	Obtain BCEP&GM Stamps	0	\$0.00	8	\$1,400.00	0	\$0.00	8	\$1,400.00
	Industrial Review Application	0	\$0.00	8	\$1,400.00	0	\$0.00	8	\$1,400.00
	Environmental Review Application	0	\$0.00	8	\$1,400.00	0	\$0.00	8	\$1,400.00
	Sustainable Development Department Assistance	8	\$1,480.00	20	\$3,500.00	40	\$6,400.00	68	\$11,380.00
	Response to RAIs	8	\$1,480.00	16	\$2,800.00	12	\$1,920.00	36	\$6,200.00
400	Bid Assistance	15	\$2,775.00	26	\$4,550.00	34	\$5,440.00	75	\$12,765.00
	Issue Bid Set Docs	0	\$0.00	6	\$1,050.00	4	\$640.00	10	\$1,690.00
	Pre-bid Conference	6	\$1,110.00	12	\$2,100.00	0	\$0.00	18	\$3,210.00
	Addenda	8	\$1,480.00	0	\$0.00	30	\$4,800.00	38	\$6,280.00
	Bid Evaluation (if requested)	1	\$185.00	8	\$1,400.00	0	\$0.00	9	\$1,585.00

500	Services During Construction	263	\$48,655.00	264	\$46,200.00	70	\$11,200.00	597	\$106,055.00
501	General Management (7 months x 15 hrs/mo)	53	\$9,805.00	52	\$9,100.00	0	\$0.00	105	\$18,905.00
502	RFIs (8 x 4 hrs/RFI)	32	\$5,920.00	0	\$0.00	0	\$0.00	32	\$5,920.00
503	Change Order Assistance (3 CO at 12 hours per CO)	36	\$6,660.00	0	\$0.00	0	\$0.00	36	\$6,660.00
504	Submittals (25 x 6 hrs/submittal)	50	\$9,250.00	100	\$17,500.00	0	\$0.00	150	\$26,750.00
505	General Observation (17 weeks x 1 visits/wk x 4 hrs/visit)	30	\$5,550.00	38	\$6,650.00	0	\$0.00	68	\$12,200.00
506	Structural Observation (10 visits x 4 hrs/visit)	0	\$0.00	40	\$7,000.00	0	\$0.00	40	\$7,000.00
507	Electrical Observation (4 visits x 4 hrs/visit)	16	\$2,960.00	0	\$0.00	0	\$0.00	16	\$2,960.00
508	Meetings (5 meetings x 6 hrs/mtg)	30	\$5,550.00	0	\$0.00	0	\$0.00	30	\$5,550.00
509	Substantial Completion (2 visits x 2 person x 4 hrs + write-up)	8	\$1,480.00	10	\$1,750.00	0	\$0.00	18	\$3,230.00
510	Record Drawings	4	\$740.00	12	\$2,100.00	70	\$11,200.00	86	\$14,040.00
511	Certification	2	\$370.00	6	\$1,050.00	0	\$0.00	8	\$1,420.00
512	Final Completion (1 visit x 1 person x 6 hrs + update punch list)	2	\$370.00	6	\$1,050.00	0	\$0.00	8	\$1,420.00
Totals		381	\$70,485.00	469	\$82,075.00	208	\$33,280.00	1,058	\$185,840.00

Sub-Consultant

Fee Schedule				Total Hours	Labor Cost
Labor Category		Speciality Structural Engineer			
Percent Utilization		5%			
Labor Rate		\$195/hr			
Task No	Task Title	Hours	Subtotal (\$)		
101	Not Used	0	\$0.00	0	\$0.00
102	Not Used	0	\$0.00	0	\$0.00
103	Structural Analysis Part 2	60	\$11,700.00	60	\$11,700.00
200	Not Used	0	\$0.00	0	\$0.00
300	Not Used	0	\$0.00	0	\$0.00
400	Not Used	0	\$0.00	0	\$0.00
500	Not Used	0	\$0.00	0	\$0.00
Totals		60	\$11,700.00	60	\$11,700.00

B. Reimbursables (in accordance with Master Agreement)

Task No	Task Title	Reimbursable Description	Cost (\$)
099	Reimbursables	Commercial express delivery services to transfer documents (between City, H&S and Contractor)	\$300
099	Reimbursables	Fall Prevention Training Allowance	\$2,000
		Reimbursables Subtotal	\$2,300

C. Other Costs (not used)

TOTAL NOT-TO-EXCEED FEE \$199,840.00