

## TASK ORDER No. 3

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

CITY Project No.: 12125

### FORT LAUDERDALE PUBLIC WORKS DEPARTMENT

#### I-95 EXPRESS HOT LANES WIDENING - UTILITY RELOCATION ASSISTANCE

#### PROFESSIONAL SERVICES

This Task Order is being issued under a specific agreement between the City of Fort Lauderdale (**CITY**) and Keith and Schnars, P.A. (**CONSULTANT**) in accordance with the terms of the agreement "Continuing Contract for Civil Engineering Consultant Services" for professional services dated November 6, 2012 between **CITY** and **CONSULTANT** ("Agreement #626-10881") as approved by City Commission on November 6, 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 and wastewater 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 wastewater 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

The D/B Teams would provide documentation describing resolving conflicts between the proposed road and bridge widening and existing **CITY** wastewater piping. Conflict resolution alternatives are anticipated to include the following:

- Relocation of existing wastewater force main
- Replacement of existing wastewater force main to an alternative location (while maintaining existing wastewater force main in service)
- Wastewater force main abandonment
- Maintaining wastewater force main in place

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

### Task No. 1 Wastewater 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; **CONSULTANT** shall review the wastewater piping conflict resolution documentation provided by the D/B Teams and offer written engineering recommendations regarding the feasibility of the D/B Teams proposed resolution;
- Assessment of feasibility will include maintaining uninterrupted wastewater service and/or the viability of performing short-term shutdowns;
- Where the wastewater piping conflict resolution proposed by the D/B Teams does not meet the **CITY**'s goals of maintaining uninterrupted wastewater service, **CONSULTANT** shall assist the **CITY** conceptualize alternatives;
- If required, perform wastewater transmission system modeling based upon information provided by **CITY** to determine impacts of taking affected lines out of service for extended periods. Pressure and flow in impacted areas will be assessed to determine if

minimum performance criteria (as described in the 2007 Wastewater 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. Opinions 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 including key Staff. 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 wastewater 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 and wastewater atlases in addition to as-built, test-hole, and survey information where applicable.
  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                        | Wastewater Force Main Relocation Reviews | \$34,810      | \$0            | \$34,810        |
| <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>\$34,810</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](mailto: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 33301

### CONSULTANT CONTACTS

Keith and Schnars, P.A.  
6500 N. Andrews Avenue  
Fort Lauderdale, Florida 33309  
Tim Hall, P.E.  
[thall@ksfla.com](mailto: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  
authorized to do business in Florida

Francine J. Linzer  
Signature  
FRANCINE T. LINZER  
Print Name

By: [Signature]

Name: Tim Hall, P.E.

Title: Vice President

Frank Viljar  
Signature  
FRANK VILJAR  
Print Name

ATTEST:

By: [Signature]

Name: Mark Moshier, P.E.

Title: Secretary

(CORPORATE SEAL)

STATE OF FLORIDA:  
COUNTY OF BROWARD:

Tim Hall and Mark Moshier as Vice President and Secretary, respectively, of Keith and Schnars, P.A., a Florida corporation, acknowledged the foregoing instrument before me this 17<sup>th</sup> day of February, 2015, on behalf of the corporation. They are personally known to me and did not take an oath.

(SEAL )



Jo-Phyle Hallem  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgement)

Jo-Phyle Hallem  
Name of Notary Typed, Printed or Stamped

May 10, 2018  
My Commission Expires

FF 112669  
Commission No.

**EXHIBIT A**

| Labor Category                |                                      | CADD DESIGNER<br>(Associate 2) |               | ENGINEER PROJECT MGR..<br>(Sr. Project Mgr.) |               | DIRECTOR |               | Total Hours | Labor Cost (\$) |
|-------------------------------|--------------------------------------|--------------------------------|---------------|--|---------------|----------|---------------|-------------|-----------------|
| Percent Utilization (rounded) |                                      | 6%                             |               | 74%  |               | 20%      |               |             |                 |
| Labor Rate                    |                                      | \$90/hr                        |               | \$150/hr                                     |               | \$175/hr |               |             |                 |
| Task No                       | Task Title                           | Hours                          | Subtotal (\$) | Hours  | Subtotal (\$) | Hours    | Subtotal (\$) |             |                 |
| 1                             | Wastewater Piping Relocation Reviews | 24                             | 2,160         | 171  | 25,650        | 40       | 7,000         | 235         | 34,810          |
|                               |                                      |                                |               |  |               |          |               |             |                 |
| <b>Totals</b>                 |                                      | 24                             | 2,160         | 50   | 25,650        | 40       | 7,000         | 235         | 34,810          |